AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 5, 2017
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. **County Judge's Office:**

A. **AI-59219** Resolution in support of Congressman Vicente Gonzalez' Repatriate our Patriots bill

B. **AI-59223** Resolution in opposition to President Donald Trump's proposed budget, which cuts funding to needed county services and programs.

C. **AI-59210** Resolution in opposition to HB3766 – Relating to tuition and fee exemptions at Public Institutions of Higher Education for Legacy Students who are eligible for tuition and fee exemptions under the Hazlewood Legacy Program

D. **AI-59181** Proclamation declaring April 2017 as Child Abuse Awareness Month in Hidalgo County

E. **AI-59215** Discussion and update of letter submitted to Chairman Herrero in opposition of HB 1328, HB 1386, and HB 3352.

F. **AI-59214** Update on Texas A&M University - McAllen campus

6. **District Attorney's Office:**

A. **AI-59185** Resolution in Honor of Rosie Martinez on Receiving the NOVA 2017 Honored Victim Advocate

B. **AI-59013** Proclamation declaring April 2nd - 8th, 2017 as National Crime Victims' Rights Week.

C. **AI-59103** Hidalgo County DA's Office - Region 3-Border Prosecution Unit (BPU) Grant (1281):
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

D. **AI-59086** Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281):
Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

E. **AI-58900** 1. Approval of amended contract no. 2916PEN040 between the Hidalgo County District Attorney's Office and the Texas Workforce Commission.

2. Approval for the District Attorney to sign and execute the contract as the authorized agent.

F. **AI-59118** Discussion, consideration and action on Memorandum of Understanding (MOU) between Hidalgo County and Texas Victim Services Association (TVSA).

7. **County Treasurer - Norma Garcia:**

A. **AI-59178** Requesting waiver of the County Purchasing Policies & Procedures and the County Meal Policy for Bail Bond Board Funds.

8. **Constables:**

A. **AI-59078** Constable Pct. 2 - (1284):
1. Authorization and approval to apply for the Local Border Security Program 2018 (LBSP) grant with the Office of the Governor's Homeland Security Division (HSGD), thru egrants
2. Authorization and approval for the County Judge, as authorized official, to sign grant award application form and related document.
3. Approval of Resolution for LBSP 2018 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document (grant period: September 01, 2017 - August 31, 2018).

B. **AI-59060** Constable Pct. 3 - LBSP (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY18 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through e-grants.
2. Authorization for County Judge to e-sign application under e-grants as authorized official.
3. Approval of Resolution for LBSP 18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document (grant period-September 01, 2017 - August 31, 2018).

C. **AI-59109** Constable Precinct 4 (1220):
1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 Peace Officer Allocation - LEOSE funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2017 appropriation of funds for Constable Precinct 4 - LEOSE (1220) in the amount of $1,682.52.

9. **Tax Office - Paul Villarreal:**

A. **AI-59062** Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection (c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection (c-1):

Account Number	Payer	Amount
N3400.00.000.2162.32	Gustavo Ybarra	$15,544.30

10. **Sheriff's Office:**

A. **AI-59026** 1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 L.E.O.S.E. allocation payment of $38,452.76 received from the State Comptroller of Public Accounts.
2. Approval of Budget Amendment to appropriate the 2017 L.E.O.S.E. Allocation in the amount of $38,452.76.

11. Executive Office:

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. AI-59212 Resolution in support of Senate Bill 814 - Related to the Board of Directors of the Agua Special Utility District

C. AI-59106 Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $345.86 to settle auto accident claim with County vehicle. (Sheriff Office)

12. Facilities Management:

A. AI-59110 Facilities Management:
Approval of credit application and agreement with Cintas Corporation in order to purchase First Aid kit supplies and authorize Valde Guerra, County Executive Officer to sign documents

13. Human Resources:

A. AI-59224 Master Court #1 (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, 04/17/2017:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / Decrease	031-001	0001	Bailiff	$48,078.00	$45,078.00
Salary Adjustment / Increase	031-001	0002	Court Clerk	$42,634.00	$45,634.00

3. Approval to revise salary schedule in accordance with Commissioners court action.

B. **AI-59171** County Treasurer / Bail Bond Board (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, 4/17/2017:

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Supplement Pay/ (decrease)	150-001	0002	Chief Deputy II	$3,061.00	$561.00
Change funding source/ (create allowance slot)	150-002	0001		$0.00	$2,500.00

3. Approval to revise salary schedule(s) in accordance with Commissioners Court approval.

C. **AI-59211** Precinct #2 - Parks (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval to create the following part time temporary-positions not to exceed 12 weeks, effective May 30, 2017 through August 14, 2017:

Action	**Dept./ Program**	**Position Title**	**Slot #**	**Budgeted Salary/ Hourly Rate**
Create	122-008	Head Lifeguard	T047	$6,480.00/yr - $15.00/hr
Create	122-008	Lifeguard	T048	$5,184.00/yr - $12.00/hr
Create	122-008	Lifeguard	T049	$5,184.00/yr - $12.00/hr
Create	122-008	Lifeguard	T050	$5,184.00/yr - $12.00/hr
Create	122-008	Attendant	T051	$5,184.00/yr - $12.00/hr
Create	122-008	Attendant	T052	$5,184.00/yr - $12.00/hr

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

14. **Urban County:**

A. **AI-59233** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the 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 HC Pct. 4, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract

PROFESSIONAL SERVICE FIRM	**GRADE**	**RANKED**

SAMES, Inc.	94	
S & B Infrastructure, LTD	89	
Quintanilla, Headley & Associates, Inc.	87	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm_____ for the provision of Engineering Services for the GLO Round 3 - Trenton Drain Phase II and III project in Hidalgo County Precinct No. 4.

B. **AI-59199** Presentation of the Final Method of Distribution for $4,313,027.00 in Community Development Block Grant Disaster Recovery funding from the Texas General Land Office Community Development and Revitalization Program for housing and non-housing assistance.

C. **AI-59198** Request authorization to submit an application for the 2015 Texas Community Development Block Grant Disaster Recovery funding, and a resolution for authorization to submit the Application to the Texas General Land Office.

D. **AI-59083** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Hidalgo is requesting approval of a best and final negotiated contract for Professional Engineering Services with Javier Hinojosa Engineering, in the amount of $49,515.00 utilizing CDBG FY 29 (2016) Parks, Recreational Facility Improvement funds.

2. Approval of Work Authorization No. 1 for Javier Hinojosa Engineering, Inc. in the amount of $49,515.00.

E. **AI-59168** The Urban County Program is requesting approval of a program amendment for the City of Donna. The proposed amendment is for the Fiscal Year 29 (2016) Work Plan.

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

A. **AI-59098** Health & Human Services - CPS/HAZARDS (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract Amendment #2016-001134-03 in the amount of $80,260.00. The purpose is to amend the budget to cover costs related to the 2017 South Texas All Hazards Hurricane Conference.
2. Requesting approval for County Judge to e-sign the contract and related documents.

3. Requesting approval of the Certification of Revenue in the amount of $80,260.00.
4. Requesting approval of the budget appropriation in the amount of $80,260.00 from state funds and $8,050.00 in local matching funds.

B. **AI-59119** Health & Human Services - T.B. Control (1293)/Health Clinics (1100):
1. Requesting approval to accept the TB/PC State grant contract #537-18-0038-00001 in the amount of $605,561.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to e-sign the TB/PC State contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	340-008	G004	Billing Specialist II	$25,659.00	$0.00
	340-003	A139		$0.00	$0.00
Salary Adjustment (Decrease)	340-008	G012	Clerk III	$26,794.00	$25,462.00

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

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

C. **AI-59105** Health & Human Services - PHHS (1293):
1. Requesting approval to accept the Preventive Health and Health Services grant contract #537-17-0287-00001 in the amount of $145,833.00 for the period of 04/01/2017 to 11/30/2017.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $145,833.00.
4. Requesting approval of the budget appropriation for the FY 17 period in the amount of $114,583.00 and $31,250.00 for the FY 18 grant period.
5. Discussion, consideration and approval of the following personnel

action effective 04/05/2017:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-070	0001	Public Health Technician I	$31,255.00

6. Approval of salary schedule in accordance with Commissioners Court action.

D. **AI-59089** Health & Human Services - PHPR/ELC (1293):
1. Requesting approval to accept the Public Health Preparedness and Response (PHPR) and the Epidemiology and Laboratory Capacity (ELC) grant award #537-18-0355-00001 in the amount of $562,159.00 for the period of 03/01/2017 to 07/31/2018.
2. Requesting approval for County Judge to e-sign the grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $562,159.00.
4. Requesting approval of the PHPR budget appropriation in the amount of $265,921.00 and the ELC budget appropriation in the amount of $296,238.00.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot #	Position Title	Proposed Budgeted Salary	Duration
Create / (6) Temporary Part-time positions	340-068	T001-T006	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	05/01/17 - 10/21/17
Create / (4) Temporary Part-time positions	340-068	T007-T010	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	06/12/17 - 12/10/17
Create	340-069	0001	ZIKA Public Health Technician	$31,255.00	04/05/17 - 07/31/18

6. Approval to revise salary schedule(s) in accordance with Commissioners Court action.

E. **AI-59124** 1. Requesting approval to accept the Memorandum of Understanding with the Texas Department of State Health Services. The purpose of the MOU is to provide the Parties' roles and responsibilities regarding accessing electronic health data through the Texas Syndromic Surveillance system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas.
2. Requesting approval for County Judge to sign the MOU.
3. Requesting approval for Hidalgo County Health & Human Services Department to use the User Access Agreement related to the Texas Syndromic Surveillance system.

F. **AI-59114** 1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $128,951.10. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $128,951.10.

G. **AI-59125** 1. Requesting approval to accept the Texas Healthy Communities grant contract Amendment #2016-003876B-02. The purpose of the amendment is to allow for successful completion of the Project, to add the FY 18 award allocation of $50,000.00 and to extend the contract termination date to September 30, 2018.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities contract Amendment and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $50,000.00.
4. Requesting approval of the budget appropriation.

H. **Health Care Funding District:**

1. **AI-58950** Discussion and presentation of the proposed Uniform Hospital Rate Increase Program.

2. **AI-59020** A. Discussion, consideration and approval to draw down funds for the Uniform Hospital Rate Increase Program in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a transfer date of May 1. 2017.

B. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount to be determined by HHSC instructions.

C. Approval of 2017 appropriations of funds from the LPPF in the amount to be determined by HHSC.

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

I. Indigent Health Care Program:

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

16. Elections Administration:

A. AI-59274 Discussion, consideration and action but not limited to Election updates.

17. Head Start Program:

A. AI-59074 Proclamation in honor of the Hidalgo County Head Start Program "Week of the Young Child" Celebration

B. AI-59070 Presentation of Blue Ribbon Centers

C. AI-59069 Discussion/Approval of the Hidalgo County Head Start Program Self-Assessment Report

D. AI-59071 Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Mission Consolidated Independent School District

E. AI-59072 Discussion/Approval of Request for Authorization to Upgrade from Current Verizon Dura VX Phones through the County's Membership/Participation with Contract DIR-TSO-3415 with Awarded Vendor VERIZON WIRELESS for:

Number of Phones/Type of Phones	Will Be Assigned To
Six (6) iPhones 6s	3 Education Directors 3 Parents with Special Needs
Five (5) Push-to-Talk iPhones 6s	1 Maintenance Director 1 Transportation Coordinator 2 Maintenance Crew Leaders 1 Safety Officer

Forty-Nine (49) Push-to-Talk iPhones 6s	28 Bus Drivers 13 Maintenance Crew Leaders 5 Warehouse Staff 3 IT Staff

18. **Planning Department:**

A. **AI-59147** 1. **Preliminary Approval with Variance Request**
a. Loma Verde No. 4 Subdivision- Pct. 4 (Kyle Ruppert) (Mile 21 Road & F.M. 2812)
No. of Lots: 7 Single Family
Flood Zone: X
Drainage: Yes, by re-grading Mile 21 Road.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: No. Mile 21 North Road to be paved.

2.**Preliminary Approval**
a.San Martin No. 3 Subdivision- Pct. 1 (Tillmin Welch, President) (Canton Road & Dillon Road)
No. of Lots: 53 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road. 3 internal streets to be paved

3.**Final Approval**
a.Neuhaus Acres Subdivision- Pct.1 (Melanie D. Wilson) (Mile 9 North Road & Mile 1 ½ West Road)
No. of Lots: 2; 1 Single Family and 1 Agricultural
Flood Zone: X
Drainage: Yes, by re-grading Mile 9 North Road.
ETJ: Yes, approved by the City of Mercedes.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Mile 9 North Road.

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

A. **AI-59234** Receipt, review, and approval of closing documents for Parcel 1 for LJ Drain Project with authority for the Co Judge and or Executive Officer to sign closing documents.

B. **AI-59091** 1. Approval and acceptance for Commissioner Precinct No. 2, Eduardo Cantu, to sign the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) from Texas Commission on Environmental Quality(TCEQ) for the Regional Linear Park Project.
2. Requesting approval of payment in the amount of $325.00 to TCEQ for the application fee and authority for the County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

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

A. **AI-59122** Requesting approval of Agreement between Hidalgo County and North Alamo Water Supply Corporation for the overlay of streets in Alberta Acres and Tower Road Estates Subdivisions

21. **Budget & Management:**

A. **AI-59229** Requesting approval to partner with the Valley Proud Environmental Council and waive sanitation permit requirements April 10th thru the 15th at designated citizen collection stations for the Annual Texas Country Cleanup event.

B. **AI-59172** 1115 Waiver DSRIP (1100):
Approval to designate the amount of $500,000.00 in the year 2016 for expenditures related to the 1115 Waiver Program.

C. **Budget Appropriations:**

1. **AI-59148** Special Revenue & Internal Service Funds:
Approval of 2017 appropriation of funds to fund various PO rollovers.

2. **AI-59195** Justice Court Tech (1242):
Approval of 2017 appropriation of funds in the amount of $16,829.48.

3. AI-59136 Bail Bond Board (1100):
A. Approval of 2017 interdepartmental transfer from Bail Bond Board to Co. Wide Adm.-Contingency in the amount of $5,500.00
B. Approval of 2017 appropriation of funds for the Bail Bond Board in the amount of $7,864.00 (funds taken from the G/F Restricted F/B-Bail Bond Board).

4. AI-59129 A. Approval of certification of revenues as certified by the County Auditor for Mile 6 W project with TxDOT and the City of Weslaco.
B. Approval of 2016 appropriation of funds for Mile 6 W project with TxDOT and the City of Weslaco in the total amount of $245,088.56

22. 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-59206 Acceptance and approval of the negotiated Phase I Program Management Services Agreement between Hidalgo County and Dannenbaum Group [ranked #1 CC 10-18-16] in connection with the design & construction of a New Courthouse including approval of Work Authorization #1 including compliance with HB 1295 when and if applicable.

B. Pct. 1

1. AI-59230 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

Professional Engineering Firms	Grade	Ranking
Chanin Engineering, LLC	96	
ICE Engineering	94	

Cortran Engineering, LLC	93	

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 providers for the Sunset Structure Facility;

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Sunset Structure Facility for Precinct No. 1.

C. Pct. 2

1. AI-59175 a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with L&G Consulting Engineers Inc. for "Nolana Loop Project," for Pct. #2, [as approved for negotiations on CC 2/6/2017] and subject to compliance with HB23 and HB1295 [if and when applicable];

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $1,437,341.10) as submitted by project engineer, L&G Consulting Engineers, to provide "PS&E, Design Survey, ROW Map, and other design related services for the Pct 2 Nolana Loop Project" through Contract# C-17-088-04-05.

c. Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of CDS Muery and Ergonomic Transportation Solutions, Inc. in connection with C-17-088-04-05 for Pct 2 Nolana Loop Project.

2. AI-59200 Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $85,635.36) as submitted by project engineer, B2Z Engineering LLC, to provide construction phase services for the Countywide Mechanic Shop Project, through Contract #C-16-326-08-23.

3. AI-58994 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (7) & (A) an item that can only be obtained from one source;
B. Requesting approval of a "Sole Source Declaration" for SignCAD Systems, Inc. for the purchase (through the requisition/PO protocol) of the SignCONE (software & related items/services) for all Hidalgo County Elected Offices (commencing with Hidalgo County Precinct No. 2), Departments, Programs and/or Agencies (all funding sources) with the

declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners' Court.

4. **AI-58660** Acceptance and approval of a Construction Contract document for Hidalgo County Precinct No. 2 for the **"Regional Linear Park Project"** (CC award of bid AI 58348 on 02/21/2017) to **Clore Construction, LLC, Harlingen, TX** in the total amount of **$1,987,751.58** for contract # C-16-378-02-21 subject to compliance with HB 1295 when and if applicable.

D. Pct. 3

1. **AI-59228** Approval of clarification to Change Order No. 1 in connection with the PCT #3 "La Joya Watershed Improvements - South Detention Basin Project"(C-16-161-08-09) reflecting the correct amount of of $16,266.00 for a new contract amount of $4,645,975.00 from contracted vendor, L&G Construction Company and as recommended by project engineer, L&G Engineer, with authority to execute document.

2. **AI-59177** Acceptance and approval of Work Authorization No. 3 (with an estimated amount cost of $247,600.00) as submitted by project engineer, L&G Consulting Engineers, Inc. to provide Engineering Services required for the preparation of the Phase III Right-of-Way Map for the Mile 3 project from FM 492 to Tom Gill and the Design of Outfall Structures and Connections at the Intersection of Abram Road and Mile 3.

E. Pct. 4

1. **AI-59222** Approval of *Supplemental Agreement #1- WA1* for "*Exhibit D-1-Project Fee Schedule and Estimated Man-hour Breakdown*" with an "increase" of **($ 7,386.43**) revising the estimated total cost to **($ 43,993.50)** as submitted by project engineer, South Texas Infrastructure Group, LLC, in connection to (job specific) Professional Services Agreement #C-16-369-10-25 for: "Sunflower Road Project" located in Precinct 4.

2. **AI-59217** Acceptance and approval of the final construction contract documents for the "Recovery and Motor Pool Improvements" for Hidalgo County Pct. 4 to Synergy Builders of Texas L.L.C. in the total amount of $395,000.00 subject to legals approval.

3. **AI-59139** Acceptance and approval of Change Order No. 2 to [*extend the term an additional twenty-six (26) days*] in connection to agreement #C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [reviewed/recommended by project architect Mata-Garcia Architects, LLP] for ongoing project: "Landscape/Structural and Irrigation Construction for the San Carlos CRC" in Precinct 4.

F. WIC

1. **AI-59061** Presentation of response received from the sole responsible vendor submitting the best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County WIC Program- "Purchase of Microcuvettes" through RFB 2017-044-03-15-YZV and subject to compliance with HB 1295 if and when applicable.

G. Sheriff's Office

1. **AI-59192** Requesting acceptance and approval of new Exhibit "C" [as it is in the best interest of Hidalgo County to do so] for the Request for Bid titled -Hidalgo County Sheriff's Office-"Repair-Installation & Removal of Communication & Radio Tower Misc. Equipment" through project: 2017-039a-03-22-SGS, including the Extension of Bid Opening date to April 19, 2017 so as to give interested participants ample time to acquire increased insurance limits.

2. **AI-59127** Presentation of sole vendor submitting a responsible and best bid [i.e. meeting all specifications and requirements] including approval of contract document [but in no event to exceed $50K] for: Request for Sealed Quote titled: "Removal & Cleaning of at Least Two Grease Tanks" - No.: 2017-096-03-15-HGO

3. **AI-59102** Presentation of responses received for the purposes of awarding to the responsible vendor submitting the lowest and best bid meeting all Specifications/Requirements for RFB# 2017-038-03-15-SMA including approval of Contract #C-17-038-04-05 for the provision of: "Polygraph Examiners for (Pre-Employment, Criminal and Suitability) Services" (on an as needed basis) for the Hidalgo County Sheriff's Office.

H. Co. Wide

1. **AI-59079** Presentation of the sole, lowest and best bid submitted & received by vendor, Lumatec Lighting Services and meeting all specifications and/or requirements (as detailed in the supporting documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Roadway Light Fixtures & Maintenance" through project No.: 2017-043-03-15-FAZ.

23. **Open Forum**

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:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-59094** Cause No. CCD-0371-E; Hidalgo County RMA v Jose Antonio Aguilar, et al

D. **AI-59151** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. **AI-59236** Cause No. C-1110-17-J; State of Texas v. All of Lot Seven (7), Block Fifteen (15), L.D. Morgan Subdivision, (aka 108 E. Mesquite St. Weslaco) et al

F. **AI-59092** Claim of Mary Alice Palacios

G. **AI-59100** Claim of Maria G. Salmonson

H. **AI-59157** Claim of Carolyn Gomez

25. 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)

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-59095** Cause No. CCD-0371-E; Hidalgo County RMA v Jose Antonio Aguilar, et al

D. **AI-59152** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. **AI-59237** Cause No. C-1110-17-J; State of Texas v. All of Lot Seven (7), Block Fifteen (15), L.D. Morgan Subdivision, (aka 108 E. Mesquite St. Weslaco) et al

F. **AI-59093** Claim of Mary Alice Palacios

G. **AI-59101** Claim of Maria G. Salmonson

H. **AI-59158** Claim of Carolyn Gomez

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

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

29. **Adjourn**

AI-59219 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of Congressman Vicente Gonzalez' Repatriate our Patriots bill

BACKGROUND

Fiscal Impact

Attachments

RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:55 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Sandra Deleon		Started On: 03/31/2017 02:04 PM
Final Approval Date: 03/31/2017		

RESOLUTION IN SUPPORT OF CONGRESSMAN VICENTE GONZALEZ'
REPATRIATE OUR PATRIATES BILL

WHEREAS, Congressman Vicente Gonzalez represents the 15th District of Texas, which includes Hidalgo County; and

WHEREAS, he is working on a House Bill cited as the Repatriate Our Patriots Act. If successful, it will prohibit the deportation of honorably discharged veterans and will expedite the naturalization of honorably discharged veterans, many of whom are highly decorated; and

WHEREAS, on March 27, 2017 Congressman Gonzalez sent a letter to President Donald Trump urging him to issue an Executive Order expediting the citizenship process for our country's veterans who were honorably discharged and who have no criminal history prior to joining the military; and

WHEREAS, the United States is home to 21,369,602 veterans with close to 40,000 of them living within the 15th Congressional District in Texas; and

WHEREAS, there are veterans from all eras who entered military service as lawful permanent residents who, despite their eligibility, did not obtain citizen status during or after completing their service; and

WHEREAS, deporting our veterans, many of whom are highly decorated and fought to save American lives, is a shameful and avoidable act.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court supports the efforts of Congressman Vicente Gonzalez and encourages President Donald Trump and members of both houses to support efforts to repatriate qualifying veterans and expedite their naturalization as well as to stop deporting our honorably discharged veterans who bravely served defending the people and flag of the United States of America.

Approved this 5th day of April, 2017

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59223 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in opposition to President Donald Trump's proposed budget, which cuts funding to needed county services and programs.

BACKGROUND

Fiscal Impact

Attachments

RESOLUTION
RESOLUTION-CSA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:57 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Julia Sullivan		Started On: 03/31/2017 02:37 PM
Final Approval Date: 03/31/2017		

RESOLUTION IN OPPOSITION TO PRESIDENT DONALD TRUMP'S PROPOSED BUDGET

WHEREAS, President Donald Trump has proposed to move $54 billion from human and environmental spending to the military, bringing military spending to well over 60 percent of federal discretionary spending; and

WHEREAS, President Trump himself has admitted that enormous military spending of the past 16 years has been disastrous and made the United States less safe, not safer; and

WHEREAS, county governments provide the underlying infrastructure that enables residents to live productive lives in harmony with each other. As the functional arm of state government, key county services are at risk under President Trump's proposed budget; and

WHEREAS, Hidalgo County and governmental entities within the county could lose more than $45 million in federal funding under the proposed budget. Among the cuts would be more than $16 million in funding from the Community Development Block Grant (CDBG), Community Services Block Grant, Emergency Solutions Grant, the HOME Investment Partnership Grant, and the Home Energy Assistance Program; and

WHEREAS, this funding is a needed resource for Hidalgo County that helps many low to moderate income seniors, families, children and homeless persons and impacts every city in Hidalgo County; and

WHEREAS, each year, CDBG grants-alone, help 447 senior citizens to live independently; provide after school and summer programs for over 2,100 low income youth; provide services for 543 abused and neglected children and 647 battered and abused spouses; provide services and housing support to 2,500 homeless persons and families; helps the local food bank serve 3,157 residents annually and more during disasters; and

WHEREAS, Hidalgo County residents will also be impacted by the loss in funding that provides access to improved streets, water, sewer, and drainage lines; health services; and transportation services in partnership with the LRGVDC Valley Metro, which serves 478,645 persons annually; and

WHEREAS, proposed budget cuts will remove programs that help stabilize neighborhoods, and take care of the county's poor, elderly, and children in one of the poorest counties in the nation.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court urges the United States Congress to move our tax dollars back into programs and services that address poverty and road and drainage infrastructure in Hidalgo County.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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

RESOLUTION IN SUPPORT OF FEDERAL FUNDING FOR THE COMMUNITY SERVICE AGENCY

WHEREAS, President Donald Trump has proposed to move $54 billion from human and environmental spending; and

WHEREAS, county governments provide the underlying infrastructure that enables residents to live productive lives in harmony with each other. Key county services are at risk under President Trump's proposed budget; and

WHEREAS, Hidalgo County and governmental entities within the county could lose more than $45 million in federal funding under the proposed budget. Among the cuts would be $6,547,554 in funding to the Hidalgo County Community Service agency – which would effectively close down the program that assists the poorest residents in one of the poorest communities in the nation; and

WHEREAS, the more than $6.5 million in cuts includes $3,474,938 in the Comprehensive Energy Assistance Program (CEAP) ; $1,695,865 in the Community Services Block Grant (CSBG); $76,751 in the Retired Senior Volunteer Program (RSVP); and $300,000 in Operation Bravo Zulu; and

WHEREAS, 319 U.S. veterans were assisted through Operation Bravo Zulu, receiving $90,000 in utility assistance and 26 obtained referrals towards tuition assistance, medication discount program, food pantry, Texas Rural Legal Aid, Hidalgo County VSO, Family Endeavors, and CEAP; and

WHEREAS, in FY 2016 there were 8,475 households and 22,958 individuals assisted via the CEAP. In addition, 424 RSVP volunteers provided over 31,800 hours of service in 26 stations last year including the McAllen Veterans Administration Clinic, Driscoll Children's Hospital, Museum of South Texas History, Ronald McDonald House, the American Red Cross and other stations – the service provided by the retired volunteers are valued at $784,903.14; and

WHEREAS, an additional 9,109 households were helped via the CSBG. Of those, 20 percent were single parent households, 63 percent were disabled or receiving Supplemental Security Income, and 87 percent fell below the 100 percent Federal Poverty Level. In addition, CSBG funding assisted 23,978 individuals. Of those individuals, 39 percent were children under the age of 17, 28 percent were over the age of 55, and 27 percent had no health insurance; and

WHEREAS, Community Services Block Grants also helped transition 66 persons out of poverty, and provided much-needed support to Hidalgo County residents during emergencies. The CSA Emergency Services Unit (ESU) assisted 115 families with emergency gift cards for clothing, fuel, food and other essentials, 101 families were helped with temporary shelter, 11 families received assistance with cooling their homes via window units or air conditioning repairs, and 6 families received helped with automotive repairs so that they could remain employed following emergencies in 2016; and

WHEREAS, in 2017, the ESU has provided 44 families and 122 individuals with emergency assistance, 25 homeless families and 58 individuals were referred by school counselors, Catholic Social Services, the VA or other agencies, 13 families and 33 individuals have received emergency gift cards, temporary shelter and referrals to other agencies; five families and 26 individuals displaced by fire have been provided with essential supplies and temporary shelter.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court urges the United States Congress to move our tax dollars back into programs and services that address poverty and help the most needy in Hidalgo County via the Community Services Agency.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59210 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in opposition to HB3766 – Relating to tuition and fee exemptions at Public Institutions of Higher Education for Legacy Students who are eligible for tuition and fee exemptions under the Hazlewood Legacy Program

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Sandra Deleon		Started On: 03/31/2017 12:54 PM
Final Approval Date: 03/31/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

RESOLUTION IN OPPOSITION TO HB 3766 – RELATING TO TUITION AND FEE EXEMPTIONS AT PUBLIC INSTITUTIONS OF HIGHER EDUCATION FOR LEGACY STUDENTS WHO ARE ELIGIBLE FOR TUITION AND FEE EXEMPTIONS UNDER THE HAZLEWOOD LEGACY PROGRAM

WHEREAS, H.B. 3766, ALSO KNOWN AS THE HAZLEWOOD LEGACY PRESERVATION ACT HAS BEEN INTRODUCED IN THE 85TH TEXAS LEGISLATURE; AND

WHEREAS, THIS LEGISLATION IF PASSED AND SIGNED INTO LAW SHALL NEGATIVELY IMPACT THOUSANDS OF VETERANS, MANY IN HIDALGO COUNTY, WHO HAVE RELIED HEAVILY ON THIS PROGRAM TO GET THEM OR THEIR DEPENDENTS THROUGH COLLEGE; AND

WHEREAS; ON JANUARY 9, 2017, THE UNITED STATES SUPREME COURT DENIED A REHEARING ON HARRIS V. HAHN, A FEDERAL CASE CHALLENING THE CONSTITUTIONALITY OF THE STATE'S HAZLEWOOD ACT; AND

WHEREAS, THE TEXAS LEGISLATURE FIRST RECOGNIZED THE CRUCIAL ROLE THAT ACCESS TO HIGHER EDUCATION CAN PLAY IN TRANSITIONING INTO CIVILIAN LIFE IN 1923 WHEN IT EXEMPTED HONORABLY DISCHARGED WORLD WAR I VETERANS FROM PAYING CERTAIN TUITION AND FEES AT PUBLIC UNIVERSITIES; AND

WHEREAS, THIS SUPPORT WAS EXTENDED WITH PASSAGE OF THE HAZLEWOOD ACT IN 1943, AND HAS SINCE BEEN EXTENDED TO ACKNOWLEDGE THE SACRIFICES THAT MILITARY FAMILIES ALSO MAKE IN SUPPORT OF THEIR SERVICE MEMBER; AND

WHEREAS, IN 2009, THE LEGISLATURE EXTENDED ITS PROMISE TO VETERAN'S CHILDREN IN THE HAZLEWOOD LEGACY PROGRAM RECOGNIZING THAT WHEN VETERANS SERVE THEIR FAMILIES ALSO SERVE; AND

WHEREAS, THE HAZLEWOOD ACT EXEMPTS TEXAS VETERANS, AND IN SOME CASES QUALIFIED SPOUSES OR DEPENDENTS, FROM UP TO 150 CREDIT HOURS OF TUITION AND FEES AT ANY OF THE STATE'S PUBLIC INSTITUTIONS OF HIGHER EDUCATION; AND

WHEREAS, UNDER THE HAZELWOOD LEGACY PROGRAM, VETERANS CAN PASS ON THIS BENEFIT TO A QUALIFIED CHILD ENABLING GENERATIONS OF VETERANS AND THEIR FAMILIES TO ATTEND COLLEGE AND ACHIEVE A BETTER LIFE; AND

WHEREAS, H.B. 3766 WOULD REQUIRE A VETERAN TO HAVE SERVED OVER FOUR YEARS ON ACTIVE MILITARY DUTY BEFORE BECOMING ELIGIBLE FOR THE FREE TUITION BENEFIT; AND

WHEREAS, H.B. 3766 ALSO CALLS FOR THE FREE TUITION BENEFIT EXPIRING FIFTEEN YEARS AFTER THE VETERAN WAS HONORABLY DISCHARGED MEANING A

CHILD BORN AFTER HIS OR HER PARENT LEFT THE MILITARY WOULD NOT QUALIFY.

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS DOES HEREBY EXPRESS ITS OPPOSITION TO HOUSE BILL 3766 AND ANY EFFORTS TO PASS LEGISLATION THAT WILL LIMIT THE ABILITY OF OUR VETERANS TO SEEK THE HIGHER EDUCATION THEY HAVE EARNED AND WHICH NEGATIVELY IMPACTS THEIR EFFORTS TO ENHANCE THEIR ABILITY TO PROVIDE FOR THEIR LOVED ONES. FURTHERMORE THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS EXPRESSES ITS DEEP APPRECIATION TO ALL LEGISLATORS WHO OPPOSE THIS UNSOUND MEASURE.

ADOPTED THIS 5TH DAY OF APRIL, 2017.

_____
RAMON GARCIA
COUNTY JUDGE

_____
DAVID L. FUENTES
COMMISSIONER PRECINCT 1

_____
EDUARDO "EDDIE" CANTU
COMMISSIONER PRECINCT 2

_____
JOE M. FLORES
COMMISSIONER PRECINCT 3

_____
JOSEPH PALACIOS
COMMISSIONER PRECINCT 4

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

AI-59181 **County Judge's Office** **5. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation declaring April 2017 as Child Abuse Awareness Month in Hidalgo County

BACKGROUND

To raise awareness of the issue and to help reduce child abuse and neglect.

Fiscal Impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/30/2017 04:25 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Julia Sullivan		Started On: 03/30/2017 03:07 PM
Final Approval Date: 03/31/2017		

PROCLAMATION DECLARING APRIL 2017 CHILD ABUSE AWARENESS MONTH

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, in Fiscal Year 2016, there were 58,640 victims of child abuse and neglect in the State of Texas; and

WHEREAS, in Hidalgo County there were 5,212 investigations and 1,361 confirmed cases of child abuse and neglect; and

WHEREAS, there were five child fatalities attributed to child abuse and neglect; and

WHEREAS, communities must make every effort to promote programs that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim the month of April 2016 as Child Abuse Awareness and Prevention Month in Hidalgo County, Texas, and urges all citizens to work together to help reduce child abuse and neglect significantly in years to come.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59215 **County Judge's Office** **5. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and update of letter submitted to Chairman Herrero in opposition of HB 1328, HB 1386, and HB 3352.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:54 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Sandra Deleon		Started On: 03/31/2017 01:18 PM
Final Approval Date: 03/31/2017		

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

March 27, 2017

Chairman Abel Herrero
P.O. Box 2910
Austin, Texas 78768

Chairman Herrero:

Please allow this correspondence to serve as formal opposition by Hidalgo County to HB 1328, HB 1386 and HB 3352. Our County with an unincorporated population of over 300,000 comes in as the 5th largest in the State in terms of that demographic and with over 15,000 approved residential lots over the last decade alone. The colonia prevention laws enacted in 1990's have been vital tools that have allowed our County to ensure that every single one of these lots have the water and wastewater facilities necessary to prevent substandard living conditions.

It is our understanding that HB 1328 allows for the advertising of unplatted properties while HB 1386 also allows for entering into earnest money contracts on lots that have not been recorded. We feel that this would cause confusion and cause unscrupulous individuals to possibly take advantage of potential purchasers. The system in place currently prohibits this practice and ultimately guarantees that lot purchasers receive properly platted lots with water and sewer facilities paid for by the seller. It has also been our experience that the subdivisions that are being developed in our County are being sold very rapidly due to the easy owner financing and a lack of building restrictions. Therefore, we see no need for these bills to become law, at least in our County.

After reviewing HB 3352, it is made clear that the intent of this bill is to allow for a "cure" period for violations of the Model Subdivision Rules found in the Texas Local Gov. Code and in the Water Code. According to Mr. T.J. Arredondo, Director of Planning for Hidalgo County, this bill and a similar bill from the last legislative session originated from concerns with potential lawsuits by the State against land developers for "minor" infractions and for "typographical" errors and omissions. Mr. Arredondo's response is that in his 15 years of working with the County he has yet to see a lawsuit for something as minor as an error or an omission on a subdivision plat. The current practice from the Office of the Attorney General and Hidalgo County with regard to potential lawsuits for violations of the Subdivision Regulations is to first notify the offender of the violation in writing and then to provide for sufficient time to remediate the violation. A lawsuit is the last resort and only comes when it is obvious that a solution is unattainable.

In closing, it is our opinion that any relaxing of these laws would be a detriment to the progress that our County and State have made in preventing the proliferation of colonias and to the saving of millions taxpayer dollars spent on alleviating these issues.

Respectfully,

Ramon Garcia

Ramon Garcia

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

AI-59214 **County Judge's Office** **5. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on Texas A&M University - McAllen campus

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:54 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Sandra Deleon		Started On: 03/31/2017 01:13 PM
Final Approval Date: 03/31/2017		

AI-59185 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in Honor of Rosie Martinez on Receiving the NOVA 2017 Honored Victim Advocate

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 08:07 AM
Final Approval	Debbie Tamez	03/31/2017 03:07 PM
Form Started By: Julia Sullivan		Started On: 03/30/2017 04:05 PM
Final Approval Date: 03/31/2017		

RESOLUTION IN RECOGNITION OF ROSIE MARTINEZ
ON RECEIVING THE NOVA 2017 HONORED VICTIM ADVOCATE

WHEREAS, Hidalgo County Criminal District Attorney Ricardo Rodriguez, Jr. created a new Victims Unit, to assist crime victims in 2015; and

WHEREAS, Rosie Martinez, a longtime victims' advocate was hired as coordinator and later promoted to director when the scope and work of the office warranted hiring additional staff; and

WHEREAS, more than 8,000 victims have been assisted by the Unit since its inception; and

WHEREAS, the number of victims assisted is directly attributed to Ms. Martinez' work to secure grant funding in the amount of $538,293 which pays the salaries of two attorneys, an assistant coordinator, three victim advocates and an administrative assistant – all dedicated to working for crime victims; and

WHEREAS, Ms. Martinez was recognized by the National Organization for Victim Assistance (NOVA) as the 2017 Honored Victim Advocate in the category of Pioneers in Advocacy for her unwavering dedication to assisting and empowering victims and survivors of crime; and

WHEREAS, this award qualifies Ms. Martinez for consideration for the Margery Fry Victim Service Practitioner Award, which will be announced in August 2017; and

WHEREAS, her extraordinary compassion, leadership and ingenuity in her work has helped countless victims and survivors begin to heal in the aftermath of a crime.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court congratulates Rosie Martinez on being named the NOVA 2017 Honored Victim Advocate and supports the work of Ms. Martinez and the Hidalgo County Criminal District Attorney's Office Victims Unit.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59013 **District Attorney** **6. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Proclamation declaring April 2nd - 8th, 2017 as National Crime Victims' Rights Week.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/17/2017 08:47 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Rosie Cantu		Started On: 03/16/2017 05:39 PM
Final Approval Date: 03/31/2017		

PROCLAMATION DECLARING
NATIONAL CRIME VICTIMS' RIGHTS WEEK, APRIL 2-8, 2017

WHEREAS, Americans are the victims of more than 20 million crimes each year, affecting individuals, and communities; and

WHEREAS, providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and

WHEREAS, unaddressed trauma from victimization weakens the resilience of victims and their communities, impeding their ability to withstand future trauma, therefore a trauma-informed response to victims promotes healing and fosters strength in survivors.; and

WHEREAS, victims who feel understood and supported are more likely to disclose their victimization, seek services, and participate in the justice process; and

WHEREAS, multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, and community leaders is essential to reach and serve all victims – especially those who are marginalized, have disabilities, or live in remote locations; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are afforded their rights and receive a trauma-informed response; and

WHEREAS, Hidalgo County is dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim the week of April 2 to April 8, 2017 as Crime Victims' Rights Week and reaffirms Hidalgo County's commitment to creating a victim service and criminal justice response that assists all victims of crime.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

David L. Fuentes
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-59103 **District Attorney** **6. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Region 3-Border Prosecution Unit (BPU) Grant (1281): Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to revise description under the Sub Category "Cellular, Fax, Pager and/or Office Telephone" to include "Cell Phone Services and Data Cards for all three (3) Assistant District Attorneys working under this grant."

As per Grantor (OOG) a budget adjustment is required to revise description. This budget adjustment will not increase or decrease the amount of grant, it will simply modify the description in the budget line item.

Approval to accept grant AI#56701 10/04/2016.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-012-7-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Grant Fiscal Year: 2017
County Calendar Year: 2017

Program Fund: BP - Border Prosecution Unit - OOG

Attachments

Original Budget
Revised Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 02:10 PM

Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Ramiro Sendejo		Started On: 03/23/2017 01:50 PM
Final Approval Date: 03/31/2017		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone service for three Assistant District Attorneys assigned to the BPU and two data cards; one for attorney assigned to TAG Unit/DPS and one assigned to Region 3 Counsel.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased last fiscal year due to licensing issues.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training-Region 3 Regional Counsel and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration and/or joint training with state and local law enforcement agencies.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Bookshelf	$300.00	$0.00	$0.00	$0.00	$300.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$4,700.00	$0.00	$0.00	$0.00	$4,700.00	0
Supplies	Printer, Fax,	Epson WorkForce WF-100 Mobile	$250.00	$0.00	$0.00	$0.00	$250.00	0

and Direct Operating Expenses	and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Printer to be used by Region 3 Counsel.						
Personnel	Prosecutor	~~Assistant District Attorney IV/BPU~~ Region 3 Counsel-Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$12,548.14	$0.00	$0.00	$0.00	$12,548.14	0

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

Print This Page

Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone services and data cards for the Assistant District Attorneys assigned to work under the BPU grant.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased last fiscal year due to licensing issues.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training-Region 3 Regional Counsel and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration and/or joint training with state and local law enforcement agencies.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Bookshelf	$300.00	$0.00	$0.00	$0.00	$300.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$4,700.00	$0.00	$0.00	$0.00	$4,700.00	0
Supplies and Direct	Printer, Fax, and/or Scanner	Epson WorkForce WF-100 Mobile Printer to be used by Region 3 Counsel.	$250.00	$0.00	$0.00	$0.00	$250.00	0

Operating Expenses	Equipment and Accessories ($5,000 or less per unit)							
Personnel	Prosecutor	Assistant District Attorney IV/BPU Region 3 Counsel-Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$12,548.14	$0.00	$0.00	$0.00	$12,548.14	0

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

AI-59086 **District Attorney** **6. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281): Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the DVSP categorical budget to allow for travel expenses for employees to attend training/seminars. This will reallocate funds but will not increase or decrease the amount of grant.

Approval to accept grant AI#56909 10/25/2016.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-018-6-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/22/2017.

Grant Fiscal Year: 2016
County Calendar Year: 2017

Program Fund: WF - Violence Against Women Formula Grant - OOG

Attachments

Original Budget
Adjusted Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 01:05 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Ramiro Sendejo		Started On: 03/22/2017 10:52 AM
Final Approval Date: 03/31/2017		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$31,026.72	$16,706.70	$0.00	$0.00	$47,733.42	100
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)	$23,975.93	$12,910.11	$0.00	$0.00	$36,886.04	100
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three office phones.	$780.00	$420.00	$0.00	$0.00	$1,200.00	0
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Supplies	Office	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0

and Direct Operating Expenses	Equipment and/or Furniture ($5,000 or less per unit)							
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Camera to document injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. . Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (J.D.)	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$32,326.72	$17,406.70	$0.00	$0.00	$49,733.42	100
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)	$21,375.93	$11,510.11	$0.00	$0.00	$32,886.04	100
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three office phones.	$780.00	$420.00	$0.00	$0.00	$1,200.00	0
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Travel and	In-State	Mileage and Incidentals for the	$162.50	$87.50	$0.00	$0.00	$250.00	0

Training	Incidentals and/or Mileage	Assistant, Advocate and Attorney to travel to attend seminars/training for Crime Victims Services.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours for attorney. Also travel for the Assistant, Advocate and Attorney to attend Seminars/Training for Crime Victims Services.	$1,137.50	$612.50	$0.00	$0.00	$1,750.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Camera to document injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. . Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

		Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (J.D.)						

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

AI-58900 **District Attorney** **6. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Sylvia Solis, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of amended contract no. 2916PEN040 between the Hidalgo County District Attorney's Office and the Texas Workforce Commission.

2. Approval for the District Attorney to sign and execute the contract as the authorized agent.

BACKGROUND

Amendments to TWC contract are as follows:

Amendment Detail	Original Contract	Amended Contract
Contract Period	05/01/2016 - 04/30/2017	04/30/2017 - 04/30/2019
Contract Amount	$2,000.00	$4,000.00

Original agreement was previously reviewed by legal counsel (DA's Office); refer to AI #53246, CC 2-23-16.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-336

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

BUDGETARY IMPACT:

Funds available as of 03/21/17. (RE: #0039061)

Attachments

Original Contract
Amended Contract
Requisition
legal approval

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	03/21/2017 11:41 AM
Ivan Cantu	Ivan Cantu	03/21/2017 02:30 PM
Final Approval	Veronica Ortiz	03/22/2017 10:56 AM
Ivan Cantu	Ivan Cantu	03/31/2017 04:21 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Sylvia Solis Started On: 03/09/2017 02:09 PM

Final Approval Date: 03/31/2017

TEXAS WORKFORCE COMMISSION

TWC Contract Number	2916PEN040

TITLE	INFORMATION RELEASE CONTRACT
Recipient	
Name	**Hidalgo County District Attorney's Office**
Street Address	**100 E. Cano St.**
City/State/Zip	**Edinburg, Texas 78539**
Telephone Number	**(956) 292-7600**

Contract Period

This Contract shall begin on **May 1, 2016** and shall terminate on **April 30, 2017** unless amended by mutual written agreement of the parties.

Funding Information

The total amount of this Contract will not exceed the sum of	**$2,000.00**

Remarks

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Online access only

Number of online users and rate: 11-25 for $2,000/year

Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval	Recipient Approval
Agency: **Texas Workforce Commission**	Recipient: **Hidalgo County District Attorney's Office**
Lisa Richardson 4/8/16	
Lisa Richardson — Date Director of Information Technology	Ricardo Rodriguez, Jr. — Date Criminal District Attorney

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	*Intentionally Omitted*
Attachment F	*Intentionally Omitted*
Attachment G	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment H	Quarterly Self-Assessment Report

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public

Information Act or any other law, regulation, or ordinance addressing public access to government records.

7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information. To the extent permitted under the constitution and laws of the State of Texas. (RC)

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND HILDAGO COUNTY DISTRICT ATTORNEY'S OFFICE STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: **to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating persons with outstanding warrants and to assist in locating probation absconders** (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file;
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of twenty-five (25) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a **two thousand dollar ($2,000.00) annual subscription fee** for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.5 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.6 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's

possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDEC)
Risk & Security Management Department
Texas Workforce Commission
1117 Trinity Street, Room 104AT
Austin, TX 78701

Recipient Contact Person

Santiago Solis
Assistant Chief Investigator
Hidalgo County District Attorney's Office
100 E. Cano St.
Edinburg, Texas 78539

Phone: (512) 463-0291
Fax: (512) 936-0219
Email: RSMContracts@twc.state.tx.us

Phone: (956) 292-7600

Email: santiago.solis@da.co.hidalgo.tx.us

Send invoices to:

Ana Galvan
Accounts Payable Specialist
100 E. Cano St.
Edinburg, Texas 78539

Phone: (956) 292-7604
Email: ana.galvan@da.co.hidalgo.tx.us

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": **to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating persons with outstanding warrants and to assist in locating probation absconders.** Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
(User's Printed Name) (User's Social Security Number)

_____
(User's work phone number) (Print User's work street address)

_____
(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following Limited Purpose only: **to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating persons with outstanding warrants and to assist in locating probation absconders.** I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code § 301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail up to 99 years or life in prison, a fine of $2,000-$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____
Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____
Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

_____
Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC RACF Administration as specified on the required Cover Sheet, Attachment D to this Contract.

Attachment D

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

To: **RACF Administration**

___ via email to: **racf.administration@twc.state.tx.us**
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **RACF Administration**
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, TX 78778-0001

From: Hidalgo County District Attorney's Office **(Recipient)**

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email racf.administration@twc.state.tx.us**

Attachment G

PROTECTION OF CONFIDENTIALITY - 20 C.F.R. § 603.9

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM; CONFIDENTIALITY AND DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the

information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract), to include the following:

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons.	Yes: __ No: __
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adheres to confidentiality requirements and procedures that are consistent with, and meet the requirements of the TWC Contract	Yes: __ No: __
7. Recipient agrees to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Ensure that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __
12. Recipient shall maintain as a minimum, the encryption requirements of FIPS 140-2	Yes: __ No: __

and encrypt the data at the minimum of 256-bit AES encryption.	
13. Submit Annual Renewal of contract user agreement and training per the contract terms and have been submitted to RACF.Administration@twc.state.tx.us. Remember all users must have completed the training within the previous 12 months.	Yes: __ No: __
14. All users must have completed the training within the previous 12 months.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____
Signature Date

_____
Printed Name and Title

Hidalgo County District Attorney's Office

Return this Report to:

External Data Sharing Contracts Manager | Risk and Security Management | Texas Workforce Commission | 1117 Trinity Street, Room 324T | Austin, Texas 78778-0001

Email: Self-AssessmentReports@twc.state.tx.us

Fax: 512- 936-0219

eports@twc.state.tx.us Fax: 512- 936-0219

TWC Contract - Amendment Number: 2916PEN040

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☑ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Hidalgo County District Attorney's Office



5/04/16

Ricardo Rodriguez, Jr. — Date
Criminal District Attorney

TWC Data Exchange Request and Safeguard Plan

	CONTRACT BASICS	Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hidalgo County Criminal District Attorney's Office
2.	Entity Tax ID#	
3.	Street Address – Line 1	100 East Cano Street
4.	Street Address – Line 2	
5.	City, State, Zip	Edinburg, Texas 78539
6.	Is this a new request or renewal of an existing contract?	☒New request ☐Renewal of existing agreement ☐There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	☒Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) ☐Texas Government Code, Interagency Cooperation Act (e.g., state agency) ☐Federal Agency Authority ☐If state agency, please specify authority
8.	Purpose for requesting information	*Check all that apply:* ☒to assist in criminal investigations ☒to assist in locating defendants, witnesses and fugitives in criminal cases ☒to assist in locating persons with outstanding warrants ☒to assist in locating probation absconders ☐to assist in determining eligibility for public assistance/services ☐other: please specify: (language will be inserted into contract)
	DATA REQUEST DETAILS	
9.	Information requested	*Check all that apply:* ☒wages reported by employers as earned per SSN per quarter (wage records) [proof of income] ☒addresses of employers who reported wages by SSN ☒addresses of recipients of unemployment insurance benefits by SSN ☒unemployment insurance benefits paid by SSN [proof of income] ☐employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data ✓	☒**Online access:** Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: ☐1-10 (The subscription rate is $1,500 per year.) ☒11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.)* ☐Specify other quantity Volume/quantity of **ONLINE** users of Personal Identifiable

		Information (PII) information per year. Estimated number of individual records requested? ☐ under 10,000 annually ☒ 10,000-500,000 annually ☐ over 500,000 annually * Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested. **Offline records**: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify: ☐ Ad hoc request for non-scheduled requests. Attach specifications including data field names. ☐ One-time request for large quantity of records. Attach specifications including data field names. ☐ One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990. Volume/quantity of **OFFLINE** records requested Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time: ☐ 1- 1,499 in any one file transfer. ☐ 1500 to 9,999 in any one file transfer. ☐ 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. ☐ 10,001 – 499,999 in any one file transfer. ☐ 500,000 or more in any one file transfer. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
11.	Volume/quantity of **OFFLINE** records requested	Match of SSNS to wage records – work Volume Per submission: ☐ under 150 SSNs/Tax IDs ☐ 151 to 1500 SSNs/Tax IDs ☐ Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	☒ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
13.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	SAFEGUARD REQUIREMENTS	
14.	**Please complete this safeguard section, items 15 through 21.**	☒ We will only view screen information ☒ We will use paper copies of screen prints ☒ We will transfer information into paper records format ☒ We will use electronic copies of screen prints (PDF)

		☐ We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	☐ Texas State Requirements under TAC 202 comparable standards ☒ National Institute of Secure Technology (NIST) comparable standards ☐ IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 128-BIT AES encryption are minimum requirements.	☒ Encrypt with FIPS 140-2 or higher and ☒ Encrypt at 128-BIT AES encryption or higher ☐ Other: Please specify:
18.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify NO
20.	Describe how your organization assesses your security posture.	☐ Vulnerability testing ☐ Penetration testing ☐ Audits; specify frequency ☒ Other, If Other specify: Cisco ASA (Firewall) Palo Alto (firewall, IPS, data filtering, malware protection, policy control, VPN) Sentinal IPS for intrusion detection Lightspeed (url filtering) Syslog server
21.	Are background checks performed on employees who will access information?	☐ No, background checks are not performed ☒ Yes, background checks are performed. If yes, state when background checks are performed: ☒ Pre-employment ☒ Periodic checks during employment
22.	How will you have an audible trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
	CONTACTS	
23.	Point of Contact Name (for daily matters)	Santiago Solis
24.	Point of Contact Title	Assistant Chief Investigator
25.	Point of Contact Phone	(956) 292-7600
26.	Point of Contact E-mail	Santiago.solis@da.co.hidalgo.tx.us

27.	Point of Contact Address	100 East Cano, Edinburg, Texas 78539
28.	Alternate Point of Contact Name and Title	Rosalinda Cantu
29.	Alternate Point of Contact Phone	(956) 292-7604
30.	Alternate Point of Contact E-mail	Rosalinda.cantu@da.co.hidalgo.tx.us
31.	Alternate Point of Contact Address	If different from Point of Contact
32.	Signatory Name	Ricardo Rodriguez, Jr.
33.	Signatory Title	Criminal District Attorney
34.	Signatory Phone Number	(956) 292-7600
35.	Signatory E-mail	Ricardo.rodriguez@da.co.hidalgo.tx.us
36.	Signatory Address	If different from Point of Contact
37.	Data Technology Contact Name	Jaime Guerrero
38.	Data Technology Contact Phone	(956) 292-7604
39.	Data Technology Contact E-mail	Jaime.guerrero@da.co.hidalgo.tx.us
40.	Invoice Recipient Name	Ana Galvan
41.	Invoice Recipient Phone Number	(956) 292-7604
42.	Invoice Recipient Title	Accounts Payable Specialist
43.	Invoice Recipient E-mail	Ana.galvan@da.co.hidalgo.tx.us
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory_____Date_____

The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to 512-936-0219 or call 512-463-2422.

STOP HERE if you are only seeking online access.
If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS
(Describe in detail and be as specific as possible.)
Provide a reason for the request *(e.g., statutory citation or rule number)*:

Is this a one-time or an ongoing request?

☐ One-time ☐ Ongoing

If ongoing, specify time duration and frequency of data exchange *(e.g., Annual for the next three calendar years, Quarterly, Monthly)*:
If other specific data elements are requested, provide a data format.

Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.)*:

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	$10 for the first SSN; $2 for each additional SSN; maximum charge $34
151-599	$35 per 150 SSNs
600-1,499	$85
1,500 or greater	$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates[1]
CPU TIME	Number of seconds of computer processing time.	0.27584 per
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75[2]
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

[1] The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2916PEN040**	**Amendment Number**	**1**	**Effective Date**	**April 28, 2017**

Recipient	
Name	**Hidalgo County Criminal District Attorney's Office**
Mailing Address	**100 E. Cano St.**
City/State/Zip	**Edinburg, Texas 78539**
Telephone Number	**(956) 292-7600**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:
Current End Date: April 30, 2017 Amended End Date: **April 30, 2019**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:

- Revised Sections 3.1.1 and 4.1, and added 3.1.4 and 3.1.5 with subsequent sections renumbered. Changes are in bold.

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows:

- Increased contract amount by $2,000.00 for each year, a total increase of $4,000.00

☐ There are **no** changes to the contract amount pursuant to this amendment.

Total Amended Contract Amount
$6,000.00

Changes to Other than the Above Categories

☒ Other: Attachments B, D, G and Attachment H.

- Revised Attachment B: Section 18, changes are in bold,
- Revised Attachment D: Email address is updated,
- Revised Attachment G: Formerly *Protection of Confidentiality – 20 C.F.R §603.9*, now *Certificate of Destruction for Contractors and Vendors.*
- Revised Attachment H: Entire form changed.

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority	
The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to: • Execute this grant award amendment on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.	
Amendment Approval	**Amendment Acceptance**
Agency: **Texas Workforce Commission** Jeff Peden For Lisa Richardson 8/30/2017 Lisa Richardson Date Chief Information Officer	Recipient: **Hidalgo County District Attorney's Office** Ricardo Rodriguez, Jr. Date Criminal District Attorney

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating person with outstanding warrants, and to assist in locating probation absconders (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file;
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of twenty-five (25) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a two thousand dollar ($2,000.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. **Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year.** Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 **User Document Renewal. On June 1, 2017 the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**

3.1.5 **Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**

3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Offline Access.

3.2.1 Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with *Offline Request Specifications*, Attachment F. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.

3.2.2 Rates. Rates are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
≤150	$10 for the first SSN; $2 for each additional SSN; maximum charge $34
151-599	$35 per 150 SSNs
600-1,499	$85
≥1,500	$110 per 1,500 SSNs

Recipient agrees to pay Agency for current unemployment compensation claim benefit data matches and current employer tax record matches at the following rates:

	Rate
First SSN/EID/FEIN submitted	$10
Additional SSNs/EIDs/FEINs submitted	$2 each

3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice.

3.3 Additional Requirements.

3.3.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.3.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.3.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.3.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.3.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.3.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.3.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDEC)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 304AT
Austin, TX 78701

Phone: (512) 463-0291
Fax: (512) 936-0219
Email: RSMContracts@twc.state.tx.us

Recipient Contact Person

Santiago Solis
Chief Investigator
Hidalgo County District Attorney's Office
100 E. Cano St.
Edinburg, Texas 78539

Phone: (956) 292-7600

Email: santiago.salos@da.co.hidalgo.tx.us

Send invoices to:

Ana Galvan
Accounts Payable Specialist
100 E. Cano St.
Edinburg, Texas 78539

Phone: (956) 292-7604
Email: ana.galvan@da.co.hidalgo.tx.us

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

Remainder of Page Intentionally Left Blank

Revised **Attachment B**

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases, to assist in locating person with outstanding warrants, and to assist in locating probation absconders. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. **Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information* (Attachment B of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.**

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Revised **Attachment D**

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

To: **RACF Administration**

___ via email to: **racf.admn@twc.state.tx.us**
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **RACF Administration**
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, TX 78778-0001

From: Hidalgo County District Attorney's Office **(Recipient)**

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email racf.admn@twc.state.tx.us**

Texas Workforce Commission — Revised Attachment G

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	TWC Item Number	Make / Model	Serial Number

Item Sanitization							
		CLEAR	Who Completed?		Who Verified?		
		PURGE	Phone		Phone		
		DESTROY	DATE Completed				
Sanitization Method and/or Product Used →							
Final Disposition of Media			Reused Internally			Destruction / Disposal	
			Reused Externally			Returned to Manufacturer	
			Other:				

Comments:

If any TWC Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of TWC Data Retained and Retention Requirements:

Proposed method of destruction for TWC approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission Revised Attachment G

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.

6. Send the signed Certificate of Destruction to:

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

willie.harvey@twc.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Chief Information Security Officer 512-463-8372
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-15

Revised Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following:

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with, and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 (Attachment B) and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __

12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to RACF.Administration@twc.state.tx.us.	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____
Signature Date

_____
Printed Name and Title **Hidalgo County District Attorney's Office - 2916PEN040**

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department | Texas Workforce Commission | 1117 Trinity Street, Room 304AT | Austin, Texas 78701

Email: SelfAssessmentReports@twc.state.tx.us

Fax: 512-936-0219

Requisition

Req # 00339061

PO #

Date: 03/21/17

Bill To: x
x

Vendor : 160318
TEXAS WORKFORCE COMMISSION
ATTN: REVENUE AND TRUST MANAGEMENT
P.O. BOX 322
AUSTIN TX 78767-0322

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: **SYLVIA SOLIS**
956-292-7604

Contract No: **OPEN MARKET**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	TWC Data Exchange Request and Safeguard Plan - Online Access 11-25 Users - Subscription rate is $2,000.00 per year	2,000.00	2,000.00
		Account No	Encumbrance	
		7-1223-412-00-080-007-0-336	2,000.00	
			Freight	.00
			Total	2,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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

Fwd: TWC-AI #58900

From : Ivan Cantu <ivan.cantu@co.hidalgo.tx.us> Tue, Apr 04, 2017 08:03 AM
Subject : Fwd: TWC-AI #58900
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good morning Monica:

Please attach the below email to AI #58900. This is the legal approval of the amended contract between TWC and DA's office.

Thank you.

Ivan Cantu
Budget Analyst III
Hidalgo Co. Dept. of Budget & Management
2818 S. Bus. Hwy 281, Admin. Bldg.
Edinburg, TX 78539
Phone: (956) 292-7025 ext. 5425
Fax: (956) 292-7035
ivan.cantu@co.hidalgo.tx.us



From: "Sylvia Solis" <sylvia.solis@da.co.hidalgo.tx.us>
To: "ivan cantu" <ivan.cantu@co.hidalgo.tx.us>
Sent: Monday, April 3, 2017 4:35:58 PM
Subject: Fwd: TWC

FYI....
---------- Forwarded message ----------
From: **Victor Garza** <victor.garza@da.co.hidalgo.tx.us>
Date: Mon, Apr 3, 2017 at 4:16 PM
Subject: TWC
To: Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>, Santiago Solis <santiago.solis@da.co.hidalgo.tx.us>

Ms. Solis,

I have reviewed the proposed amendement to the information release contract between the Texas Workfoce Commission and the District Attorney's Office. At this time our office approves as to the form of the contract as amended, including Statement of Work Section 3.2 Offline access, and the subsequent renumbering under Section 3.

Please let me know if you have any other questions or concerns.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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

AI-59118 **District Attorney** **6. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Discussion, consideration and action on Memorandum of Understanding (MOU) between Hidalgo County and Texas Victim Services Association (TVSA).

BACKGROUND

Fiscal Impact

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 04:51 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Rosie Cantu		Started On: 03/24/2017 03:11 PM
Final Approval Date: 03/31/2017		

STATE OF TEXAS §
§
COUNT OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY AND THE TEXAS VICTIM SERVICES ASSOCIATION

This Memorandum of Understanding is made on this_____day of_____2017 by and Between the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY**, hereinafter referred to as "HCDA" or "COUNTY", with administrative offices located at 100 E. Cano, Edinburg, TX 78539, and **the TEXAS VICTIM SERVICES ASSOCIATION hereinafter** referred to as "**TVSA**", a non-profit organization with its principal office located at 6800 West Gate Blvd, Suite 132, Box 376, Austin, TX 78745-9997.

The safety and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with partners in the community in an effort to educate the constituents in Hidalgo County about resources available for victims of crime.

Therefore, the aim of this Understanding is to establish an agreement for COUNTY to participate in the TVSA's upcoming "Annual Conference & 20th Anniversary Celebration" with a common goal of educating the community about access to victim services and other resources available to citizens in HIDALGO COUNTY. Specifically, TVSA and COUNTY agree to work cooperatively toward the aforementioned goal as described more fully below.

I. PROVISIONS OF SERVICES

Through this Agreement the parties shall develop a cooperative program to provide services as follows:

The participation of TVSA in this initiative shall consist of the following:

1. TVSA is hosting the Annual Conference & 20th Anniversary Celebration on May2-5, 2017, in the City of South Padre Island, Texas, which will provide training to criminal justice professionals in Hidalgo County on available resources for victim services.

2. TVSA will provide COUNTY an opportunity to participate in the aforementioned Conference so that COUNTY may provide educational information and resources to its constituents.

3. TVSA will allow COUNTY's participation in the Conference by including members of a team which will include but is not limited to the following: Hidalgo County District Attorney's Office- Victims Unit.

The participation of COUNTY/HCDA in this initiative shall consist of the following:

1. COUNTY/HCDA will provide personnel and resources to participate in the Conference for the purposes of providing educational information and access to victim services for constituents.

2. COUNTY/HCDA will assist in the coordination of program-related activities and events for purposes of promoting the general safety and welfare of its constituents.

3. COUNTY/HCDA will contribute (ONE THOUSAND FIVE HUNDRED DOLLARS AND NO 100/ths) $1,500.00 for program activities and participation in the Annual Conference & 20th Anniversary Celebration scheduled to take place on May 2-5, 2017.

II. TERM OR AGREEMENT

The term of this agreement is for one year; it will begin on **April 5, 2017**, and end on **April 5, 2018**.

III. COMPENSATION

COUNTY/HCDA will receive no reimbursement from TVSA for any services provided under the agreement. COUNTY/HCDA will contribute $1,500.00 to TVSA for its participation in the Conference and for services provided as described herein.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

TO TVSA:
Texas Victim Services Association
Attn: Natasha Peleaez- Wagner,
Association Director
6800 West Gate Blvd- Suite 132
Austin, TX 78745-9997

TO COUNTY/HCDA:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.
Attn: Rosie Martinez
100 E. Cano
Edinburg, TX 78539

V. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the parties. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

This Agreement 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 Agreement shall be performable in Hidalgo County, Texas.

VII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

TEXAS VICTIM SERVICES ASSOCIATION

Natacha Pelaez-Wagner, Association Director

OFFICE OF HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

Ricardo Rodriguez, Jr., Hidalgo County Criminal District Attorney

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

By: Josephine Ramirez Solis
Assistant District Attorney

AI-59178 **County Treasurer** **7. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Norma Garcia, TREASURER'S OFFICE

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Requesting waiver of the County Purchasing Policies & Procedures and the County Meal Policy for Bail Bond Board Funds.

BACKGROUND

As per Treasurer's Office, this item is being requested by CCL #1 Judge Rudy Gonzalez. The Co. Auditor's Office has concurred with this request.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-415-00-150-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3-30-17. Please refer to attached expense report for the Bail Bond Board.

Attachments

Bail Bond Board Exp. Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/30/2017 04:25 PM
Ivan Cantu	Ivan Cantu	03/31/2017 01:57 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Fred Zamarripa		Started On: 03/30/2017 02:37 PM
Final Approval Date: 03/31/2017		

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-415-00-150-002-0-339	BAIL BOND BOARD-OTHER PROF SRV	2,000.00	2,000.00	.00	.00	2,000.00	.00
7-1100-415-00-150-002-0-441	BAIL BOND BOARD-LAND & BLDG RENT	.00	1,500.00	.00	.00	1,500.00	.00
7-1100-415-00-150-002-0-535	BAIL BOND BOARD-POSTAGE	200.00	200.00	.00	.00	200.00	.00
7-1100-415-00-150-002-0-583	BAIL BOND BOARD-TRAVEL OUT OF COUNTY	4,000.00	2,500.00	.00	.00	2,500.00	.00
7-1100-415-00-150-002-0-584	BAIL BOND BOARD-REGISTRATION FEES	3,000.00	3,000.00	.00	.00	3,000.00	.00
7-1100-415-00-150-002-0-610	BAIL BOND BOARD-GENERAL SUPPLIES	500.00	500.00	.00	.00	500.00	.00
7-1100-415-00-150-002-0-660	BAIL BOND BOARD-FURN & EQUIP CNTRLD	500.00	500.00	.00	.00	500.00	.00
7-1100-415-00-150-002-0-890	BAIL BOND BOARD-OTHER	300.00	300.00	.00	.00	300.00	.00
1100 GENERAL FUND		**10,500.00**	**10,500.00**	**.00**	**.00**	**10,500.00**	**.00**
7 YEAR 2017		**10,500.00**	**10,500.00**	**.00**	**.00**	**10,500.00**	**.00**

AI-59078 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - (1284):
1. Authorization and approval to apply for the Local Border Security Program 2018 (LBSP) grant with the Office of the Governor's Homeland Security Division (HSGD), thru egrants
2. Authorization and approval for the County Judge, as authorized official, to sign grant award application form and related document.
3. Approval of Resolution for LBSP 2018 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document (grant period: September 01, 2017 - August 31, 2018).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2018 **ACCT. #:** 7-1284-421-00-292-080-8-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Rules
RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/21/2017 04:12 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Norma Castrellon		Started On: 03/21/2017 03:04 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

RULES

Includes All Revisions through June 26, 2003

CHAPTER VII

WORK HOURS, LEAVE AND BENEFIT PROGRAMS

WORK HOURS

7.00 County and/or District work hours are scheduled so that all County and/or District offices are open by 8:00 a.m. and close no earlier than 5:00 p.m., Monday through Friday, except on official Holidays. Each Elected Official/Department Head establishes work hours for employees in his or her Department. In setting work hours, an Elected Official/Department Head considers the needs of the Department and the County and/or District, and ensures that any changes in work hours are in the County's and/or District's best interest.

7.01 Effective May 1, 1995, the County's (effective April 18, 2002, for the District) regular work period for all employees, except law enforcement personnel, is a seven day period which commences at 12:01 a.m. on Monday of each week and ends at 12:00 p.m. midnight on the following Sunday. The County's regular work period, effective May 1, 1995, for "law enforcement personnel," as such term is used in the federal Fair Labor Standards Act, is a fourteen day period which commences at 12:01 a.m., on Monday and ends at 12:00 p.m. midnight 14 days later.

7.02 There are 40 regular work hours in a seven day work period and 86 regular work hours in a fourteen day work period; however, the County schedules employees subject to a fourteen (14) day work period to work a minimum of 80 hours during such work period. In the event of a conflict between the work hours rules set forth in Sections 7.01 through 7.08 hereof for Head Start Program employees, the work hours set forth in the County's approved grant application for operation of the County's Head Start Program shall control. (Amended September 20, 1995)

7.03 An employee is required to be present at his or her duty station at the beginning of each workday.

7.04 Every employee is allowed one hour for lunch each workday.

7.05 Each Elected Official/Department Head should schedule his or her employees each workday for a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon.

7.06 An employee's time and attendance record (Form SFA-CA-008 for non-law enforcement personnel and Form SFA-CA-046 for law enforcement personnel) should coincide with an employee's work period. A completed time and attendance record is completed and turned in to the payroll section of the County Auditor's office and/or similar office in the District no later than 10:30 a.m. on the first employee work day following two seven day work periods or one fourteen day work period. Head Start Program employees shall follow procedures established by the Head Start Program Director for preparing and processing time and attendance records. (Amended September 20, 1995)

7.07 Effective May 1, 1995, all County employees (effective April 18, 2002, for District employees) are paid biweekly on the Friday following the end of two seven day work periods or one fourteen day work period. If that Friday is a holiday, employees will generally receive their pay checks on the last work day which precedes the holiday.

7.08 An employee's pay check is based on the hours worked by the employee during the applicable work period(s), plus any eligible hours of paid leave, all as shown on a signed time and attendance record.

FAIR LABOR STANDARDS ACT ("FLSA")

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 86 hours for those employees with a fourteen (14) day work period. The County provides straight hourly pay or compensatory leave on an hour for hour basis for employees with a fourteen (14) day work period who work between 80 and 86 hours in such work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

a. Form SFA-CA-008, Time and Attendance Record - Non-Law Enforcement Personnel;

b. Form SFA-CA-046, Time and Attendance Record - Law Enforcement Personnel;

c. Form SFA-CA-044, Leave Request Form;

d. Form P-2, Summary of Vacation and Sick Leave; and

e. Form P-3, 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA).

7.14 To minimize the County and/or District's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments. When an FLSA covered employee's time and attendance record reflects hours worked in excess of that employee's standard work period, the Elected Official/Department Head and the County Auditor and/or similar office for the District shall immediately notify the County Judge and/or similar office within the District of such fact by forwarding to such party a copy of the time and attendance record for such employee (Form SFA-CA-008 or Form SFA-CA-046).

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee

does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

ADMINISTRATION OF LEAVE AND BENEFIT PROGRAMS

7.16 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County and/or District employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County and/or District's existing compensated leave and benefit programs are as set forth in this Chapter.

7.17 Elected Officials and Department Heads administer the County and/or District leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is established and maintained on each of his/her employees.

7.18 An Elected Official/Department Head may designate personnel from his or her office to be responsible for controlling absence and leave administration. Such delegation, however, does not relieve each Elected Official/Department Head of his or her ultimate responsibility for maintaining leave records on his or her employees.

7.19 Regular attendance at work is important to the overall operation of all County and/or District Departments. Any non-emergency leave, whenever practical, must therefore be scheduled in advance. Each Elected Official/Department Head may establish rules for requesting and scheduling leave not inconsistent with this Chapter. Each employee will be given a copy of any Department leave rules and amendments, and will acknowledge, in writing, receipt of such rules. A copy of the written acknowledgment shall be maintained in the employee's personnel file.

7.20 Every request for leave must:

a. Be submitted to the Department Head/Elected Official, in writing, on a Form SFA-CA-044 which is signed by the employee;

b. Clearly reflect when the requested leave is to begin and end;

c. Include a brief explanation setting forth the reasons for taking the requested leave;

d. To the extent applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and

e. Be approved or disapproved, in writing, by the employee's supervisor, and if required, by the Department Head/Elected Official and/or the Governing Authority or its representative.

7.21 Departments shall respond to leave requests within a reasonable time, generally not to exceed five (5) business days.

7.22 After a leave request (Form SFA-CA-044) has been approved or disapproved, such completed form is processed as follows:

a. The original is placed in the employee's personnel file; (Amended April 10, 1996)

b. A copy is returned to the employee; and

RESOLUTION

WHEREAS, the Hidalgo Commissioners Court finds it in the best interest of the citizens of Hidalgo County Texas, that the Local Border Security Program 2018, be operated for the September 01, 2017 to August 31, 2018.

WHEREAS, Hidalgo County Commissioners Court understand that there is no matching fund requirement for the said project, and

WHEREAS, Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Homeland Security Grants division funds, Hidalgo County assures that the funds will be returned to the office of the Homeland Security Grants Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Hidalgo County Judge as he Grantee's authorized official. The authorized official is given the power to apply for accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Local Border Security Program 2018 to the Office of the Governor, Homeland Security Grants Division (HSGD).

Passed and Approved by Commissioners Court this 5th of April, 2017

Grant Number: 3002103

_____

Honorable Ramon Garcia
Hidalgo County Judge

AI-59060 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - LBSP (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY18 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through e-grants.
2. Authorization for County Judge to e-sign application under e-grants as authorized official.
3. Approval of Resolution for LBSP 18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document (grant period-September 01, 2017 - August 31, 2018).

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2018 **ACCT. #:** 7-1284-421-00-293-080-8-XXX

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

BUDGETARY IMPACT:

No matching funds required. No budgetary impact; approval to apply.

Attachments

Resolution
Grant Info.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/20/2017 04:29 PM
Ivan Cantu	Ivan Cantu	03/23/2017 11:36 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Raquel Ramos		Started On: 03/20/2017 03:48 PM

Final Approval Date: 03/31/2017

RESOLUTION

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County Texas that the **Local Border Security Program 2018** be operated for the period of **September 1, 2017 to August 31, 2018**.

WHEREAS, Hidalgo County Commissioner's Court understands that there is no matching fund requirement for the said project, and

WHEREAS, Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Homeland Security Grants Division funds, Hidalgo County assures that the funds will be returned to the Homeland Security Grants Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates 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 Hidalgo County.

NOW THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioner's Court approves submission of the grant application for the **Local Border Security Program 2018** to the Office of the Governor, Homeland Security Grants Division (HSGD).

Passed and Approved by Commissioner's court on _____ of _____, 2017.

Signed by:

_____

Ramon Garcia, Hidalgo County Judge

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2998903
Date Awarded:	PREVIEW - NOT YET AWARDED
Grant Period:	09/01/2017 - 08/31/2018
Liquidation Date:	11/29/2018
Program Fund:	BL-Local Border Security Program (LBSP)
Grantee Name:	Hidalgo County
Project Title:	Local Border Security Program-Constable PCT3
Grant Manager:	Debbie Jacaman
DUNS Number:	103110834

Award Amount:	$0.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$0.00

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2018-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name
Required: The Direct Deposit form must be uploaded before you can submit your application.	GrantVendor
Required: The W9 form must be uploaded before you can submit your application.	GrantVendor
Required: The New Payee ID form must be uploaded before you can submit your application.	GrantVendor
Required: Information regarding contract compliance.	Documents
Required: Information regarding lobbying assurances.	Documents
Required: Information regarding lobbying assurances.	Documents
Required: Information regarding the grantee's fiscal year.	Documents
Required: Information regarding the grantee's fiscal year.	Documents
Required: Information regarding Sources of Financial Support.	Documents
Required: Information regarding Sources of Financial Support.	Documents
Required: Information regarding single audits.	Documents
Required: Information regarding debarment certification.	Documents
Required: Information regarding ICE requests.	Narrative
Required: Overall certification requirements.	Narrative
Invalid: The **Dedicated Percentage** column for the **OOG and Grantee-Defined Project Activities** under the **Detailed Project Activity Area** must total **100 %**.	Activities
Required: Information for the **Dedicated Percentage** in the **Detailed Project Activity Area** section.	Activities
Required: Information for the **Project Activity Description** in the **Detailed Project Activity Area** section.	Activities
Required: Information for the **Dedicated Percentage** in the **Detailed Project Activity Area** section.	Activities
Required: Information regarding the **Target Level** for ALL **OOG-defined Output Measure(s)**. .	Measures
Required: Information regarding the **Target Level** for ALL **OOG-defined Outcome Measure(s)**. .	Measures
Required: Information regarding the **Budget Details** tab.	Budget Details

AI-59109 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4 (1220):
1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 Peace Officer Allocation - LEOSE funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2017 appropriation of funds for Constable Precinct 4 - LEOSE (1220) in the amount of $1,682.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1220-421-294-002-0-58X

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

BUDGETARY IMPACT:

Funds available as of 03/30/2017.

Attachments

Letter
Check
Receipt
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:36 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Nayla Munoz		Started On: 03/24/2017 09:06 AM
Final Approval Date: 03/31/2017		

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 22, 2017

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,682.52.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2018, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2018 Allocation Basis form to us no later than April 28, 2017. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
136362335

FEBRUARY 22, 2017

022117 1XXXXX07176 011 0116 902 9P170528
PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay ONE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND 52/100 $ 1,682.52

To HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

Glenn Hegar
Comptroller of Public Accounts

VOID AFTER 08/31/2019

⑈304⑈ ⑆114900164⑆ ⑈136362335⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 208830

Received From: CONST. PCT. 4 ST OF TX COMP 03/24/17 Date 03/24/17

1	136362335	2017 LEOSE PEACE OFFICER ALLOCATION	7-1220-335-00-294-000-0-000	1,682.52

Total: **1,682.52**

Check Total	1,682.52
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: March 24, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Atanacio Gaitan

DEPARTMENT NAME: Constable Pct. 4 (294)

ACCOUNT NUMBER: 7-1220-421-00-294-002-0-XXX

Contact Person: Horaldo Sanchez **Ph#:** (956) 383-8560

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
7-1220-421-00-294-002-0-583	CONST PCT4 LEOSE - TRAVEL OUT OF COUNTY	1,182.52
7-1220-421-00-294-002-0-584	CONST PCT4 LEOSE - REGISTRTION FEES	500.00
7-1220-335-00-294-000-0-000	CONST PCT4 LEOSE - REVENUES	1,682.52
	TOTAL BUDGET INCREASE (DECREASE)	**1,682.52**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PRECINCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,682.52.

/s/ Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 31, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for Constable Precinct 4 in the amount of $1,682.52. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/4/17
Date

Nereyda Gonzalez

From: Nayla Munoz [nayla.munoz@co.hidalgo.tx.us]
Sent: Friday, March 31, 2017 4:44 PM
To: ray eufracio
Cc: Linda Fong; Nereyda Gonzalez
Subject: Certification of Revenues

Importance: High

Good Afternoon Mr. Eufracio,

Please allow this email to serve as my formal request requesting that a Certification of Revenues be created for the 2017 Peace Officer Allocation - LEOSE; Revenue Acct No. 7-1220-335-00-294-000-0-000 in the amount of $1,682.52. Agenda Item No. 59109 was created to take before Commissioner's Court on April 4, 2017.

Please let me know if there is anything else needed on my behalf to complete the process in certifying these revenues.

Thank you for your assistance with this matter.

Nayla Muñoz
Administrative Assistant
Hidalgo County Constable Precinct 4
2814 S. Business Highway 281
Edinburg, Texas 78539
T. (956) 383-8560 Ext. 4313
F. (956) 383-8565

AI-59109 **Constables 8. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4 (1220):
1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 Peace Officer Allocation - LEOSE funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2017 appropriation of funds for Constable Precinct 4 - LEOSE (1220) in the amount of $1,682.52.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1220-421-294-002-0-58X

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

BUDGETARY IMPACT:

Funds available as of 03/30/2017.

Attachments

Letter
Check
Receipt
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:36 PM
Final Approval		
Form Started By: Nayla Munoz		Started On: 03/24/2017 09:06 AM

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 208830

Received From: CONST. PCT. 4 ST OF TX COMP 03/24/17 Date 03/24/17

1	136362335	2017 LEOSE PEACE OFFICER ALLOCATION	7-1220-335-00-294-000-0-000	1,682.52

Total: **1,682.52**

Check Total	1,682.52
Cash Total	.00
Credit Total	.00
Other Total	.00

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
136362335

FEBRUARY 22, 2017

022117 1XXXXX07176 011 0116 902 9P170528
PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay ONE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND 52/100 $ 1,682.52

To HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER 08/31/2019

Glenn Hegar
Comptroller of Public Accounts

⑈304⑈ ⑆114900164⑆ ⑈136362335⑈

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 22, 2017

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,682.52.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2018, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2018 Allocation Basis form to us no later than April 28, 2017. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

DATE: March 24, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Atanacio Gaitan

DEPARTMENT NAME: Constable Pct. 4 (294)

ACCOUNT NUMBER: 7-1220-421-00-294-002-0-XXX

Contact Person: Horaldo Sanchez Ph# (956) 383-8560

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
7-1220-421-00-294-002-0-583	CONST PCT4 LEOSE - TRAVEL OUT OF COUNTY	1,182.52
7-1220-421-00-294-002-0-584	CONST PCT4 LEOSE - REGISTRTION FEES	500.00
7-1220-335-00-294-000-0-000	CONST PCT4 LEOSE - REVENUES	1,682.52
	TOTAL BUDGET INCREASE (DECREASE)	**1,682.52**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PRECINCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,682.52.

/s/ Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59062 **Tax Office** **9. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Norma Briones, TAX OFFICE **Submitted By:** Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection (c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection (c-1):

Account Number	Payer	Amount
N3400.00.000.2162.32	Gustavo Ybarra	$15,544.30

BACKGROUND

Sec. 31.11. REFUNDS OF OVERPAYMENTS OR ERRONEOUS PAYMENTS.
(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:
(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $500 for a refund to be paid by any other taxing unit; or
(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or

(B) $2,500 for a refund to be paid by any other taxing unit.
(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for a refund arises or for a tax year other than the tax year for which liability for a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:
(1) for which the refund is sought on January 1 of the tax year in which the taxes that were overpaid or erroneously paid were assessed; and
(2) on which the taxes are delinquent on January 1 of the tax year for which the delinquent taxes were assessed.
(c) Except as provided by Subsection (c-1), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
(1) an application on a form prescribed by the comptroller by rule; or
(2) a written request that includes information sufficient to enable the collector and the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
(c-1) The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Fiscal Impact

Attachments

ComCourt04042017(Over3yrs)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/20/2017 04:29 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Norma Briones		Started On: 03/20/2017 04:23 PM
Final Approval Date: 03/31/2017		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

March 20, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of erroneous payments over $ 2,500.00 dollars.

An application for an erroneous payment refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Attached is taxpayer's good cause request. I respectfully request that the Commissioner's Court approve the enclosed application for its allowable two year extension.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

nr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
N3400.00.000.2162.32	Gustavo Ybarra	$ 15,544.30

Norma Briones

From: Leticia Martinez <lmartinez@bicinvestments.com>
Sent: Monday, March 20, 2017 3:14 PM
To: Norma Briones
Cc: gyvet123@gmail.com
Subject: G. Ybarra Tax correction request

Good afternoon Norma Briones,

In reference to my property at Mile 2 W Edcouch, Tx 78538, I have always received a tax statement to my mailing address, Gustavo Ybarra & Gloria Ybarra P.O. Box 503 La Villa, Tx 78562, with Acct#N3400216232 with HCAD#246138. Several years ago I noticed the HCAD #246138 I was paying on, appeared on the HCAD map as my neighbor to the south, Guadalulpe Contreras. Contreras's name & acct was appearing on the property south of his in which is a vacant lot belonging to original sellers Agustin Hernandez. Contreras having his name on vacant lot in error still sold it in 2015 to Pablo Hinojosa and stated that he and Agustin were going to use the monies for costs in correcting the property names. Several times in past years I have gone to the appraisal district office and to the tax office to have this corrected but to no avail.
In 2015, I began to receive calls and a sign posted on my property from a law office in reference to delinquent taxes, but I was told by the appraisal districts office to ignore the calls because the error should and would be corrected by the tax office.
These past few months I noticed that my name no longer appears on Acct#N3400216232 & HCAD#246138 but still has my postal address, PO Box 503, and all the payments I applied, also appear on that account of which now shows the original seller's name Agustin Hernandez and not my name.
My property statement now shows the corrected new Acct #N3400216201 HCAD #246112 but shows only 1 pymt for tax yr 1986. I am requesting that all my past payments also be transferred to this corrected account and not showing a delinquent amount of $39,821.61 with an active Lawsuit T225812C.
Last year's statement for 2015 was the first time I did not pay because I was waiting for all the property corrections to be done.

Thank you,
Gustavo Ybarra
(956) 292-6624

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

March 14, 2017

The Honorable Pablo Villarreal, Jr.,
Hidalgo County Tax Assessor/Collector
2804 South Business Highway 281
Edinburg, Texas 78539

Re: Tax Refund – Tax Account No. 246138

Dear Mr. Villarreal:

A tax refund application (tax account no. 246138) received by the Tax Office was signed by the applicant on January 10, 2017, three years after payments were received for tax years 2004 through 2012. The payments were received on January 21, 2005; January 9, 2006; January 25, 2007; January 18, 2008; January 28, 2009; January 29, 2010; January, 28, 2011; January 30, 2012; and January 23, 2013, respectively.

Pursuant to Tax Code §31.11(a), if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds.

Pursuant to Tax Code §31.11(c), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. Tax Code §31.11(c-1) also states that the governing body of the taxing unit may extend the deadline for a single period not to exceed 2 years on a showing of good cause by the taxpayer.

The County Auditor's Office is not able to approve the tax refund application for payments made for tax years 2004 through 2012.

We will be able to process the refund request for tax year 2011 and 2012 after the taxpayer shows good cause for submitting the tax refund application three years after the date of payment and Commissioners Court approves to extend the refund deadline as required by Tax Code §31.11(c-1).

The tax refund application must be submitted to the County Auditor's Office for approval after Commissioners Court approval is obtained.

If you have any questions, feel free to contact Vivián Garza, Internal Auditor I, at ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext.4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name: HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*: PO BOX 503

City, town or post office, state, ZIP code: LA VILLA, TX 78562

Phone *(area code and number)*: 956 292 6624

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property: MILE 2

246138

Account number of property: N3400.00.000.2162.32

OR

Tax receipt number: 307584/5958457/8664236/10759552

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2004	01/21 / 2005	$ 2,018.16	$ 2,018.16
2. ALL ENTITIES	2005	01/09 / 2006	$ 2,030.00	$ 2,030.00
3. ALL ENTITIES	2006	01/25 / 2007	$ 2,124.59	$ 2,124.59
4. ALL ENTITIES	2007	01/18 / 2008	$ 2,047.33	$ 2,047.33
5.		/	$ continuation	$

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR

SHOULD BE APPLIED TO ACCOUNT # 246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature: [signature] Date of application for tax refund: 1-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Ver 3/14/17
L.C. 3/14/17

sign here ➡ Authorized officer: [signature] Date: 3/14/17

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ [signature] Date: 2/28/17

2-28-17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*
PO BOX 503

City, town or post office, state, ZIP code
LA VILLA, TX 78562

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property: MILE 2

246138

Account number of property: N3400.00.000.2162.32

OR

Tax receipt number: 13389493/15664066/17858946,8976,0203

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	01/28 / 2009	$ 1,714.21	$ 1,714.21
2. ALL ENTITIES	2009	01/29 / 2010	$ 2,152.46	$ 2,152.46
3. ALL ENTITIES	2010	01/28 / 2011	$ 2,273.40	$ 1,156.61
4. ALL ENTITIES	2011	01/30 / 2012	$ 2,290.50	$ 1,140.93
5.		/	$	$

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR

SHOULD BE APPLIED TO ACCOUNT # 246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature: Gustavo Ybarra — Date of application for tax refund: 2-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/14/17

sign here ➡ Authorized officer — Date: 3/14/17

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ — Date: 2/28/17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HERNANDEZ AGUSTIN ET AL (PAID BY: GUSTAVO YBARRA)

Present mailing address *(number and street)*
PO BOX 503

City, town or post office, state, ZIP code
LA VILLA, TX 78562

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NORTH CAPISALLO

Step 2: Describe the property

Address or location of property:

246138

Account number of property:

N3400.00.000.2162.32 OR 22499668

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	01/23 / 2013	$ 2,419.94	$ 1,160.01
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 15,544.30

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR.

SHOULD BE APPLIED TO ACCOUNT #246112

SP

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** Agustin Hernandez **Date of application for tax refund** 1-10-17

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/14/17

sign here Authorized officer

Date 3/14/17

sign here Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/28/17

AI-59026 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rosie Hinojosa, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 L.E.O.S.E. allocation payment of $38,452.76 received from the State Comptroller of Public Accounts.
2. Approval of Budget Amendment to appropriate the 2017 L.E.O.S.E. Allocation in the amount of $38,452.76.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1220-421-00-280-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/04/2017. Appropriation in the amount of $38,452.76 from Sheriff's L.E.O.S.E. Revenue Fund.

Attachments

Budget Amendment
2017 Allocation Letter
Request for Certification of Revenues
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/20/2017 02:12 PM
Budget & Management	Veronica Ortiz	03/20/2017 03:46 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Rosie Hinojosa		Started On: 03/17/2017 12:35 PM
Final Approval Date: 03/31/2017		

DATE: **March 18, 2017**

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

DEPARTMENT NAME: **Sheriff's L.E.O.S.E.**

ACCOUNT NUMBER: **7-1220-421-00-280-004-0-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
7-1220-421-00-280-004-0-583	Out of County Employee Travel	25,452.76
7-1220-421-00-280-004-0-584	Registration Fees	13,000.00
7-1220-335-00-280-000-0-000	Sheriff's L.E.O.S.E. Revenues	38,452.76

TOTAL BUDGET INCREASE REQUEST **$ 38,452.76**

REASON: To appropriate the Sheriff's L.E.O.S.E. Allocation from the State Comptroller in the amount of $38,452.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 22, 2017

HIDALGO COUNTY SHERIFF
PO BOX 1228
EDINBURG TX 78540-1228

Vendor number: 17460007176-064

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 38,452.76.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2018, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2018 Allocation Basis form to us no later than April 28, 2017. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

MEMORANDUM

TO: Ray Eufracio, CPA
Hidalgo County Auditor

FROM: J. E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office

BY: Emilia Uriegas, Budget Manager

DATE: March 13, 2016

RE: Request for Certification of Revenues

I am requesting the issuance of certification of revenues for the amount of $38,452.76 for the annual allocation payment received from the Law Enforcement Officer Standards and Education (LEOSE).

I appreciate your cooperation and should you have any questions, please do not hesitate to call Ms. Rosie Hinojosa at 393-6029. Thank you very much.

Attachments

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

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 31, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for the Hidalgo County Sheriff's Office in the amount of $38,452.76. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

MEMORANDUM

TO: Ray Eufracio, CPA
Hidalgo County Auditor

FROM: J. E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office

BY: Emilia Uriegas, Budget Manager

DATE: March 13, 2016

RE: Request for Certification of Revenues

I am requesting the issuance of certification of revenues for the amount of $38,452.76 for the annual allocation payment received from the Law Enforcement Officer Standards and Education (LEOSE).

I appreciate your cooperation and should you have any questions, please do not hesitate to call Ms. Rosie Hinojosa at 393-6029. Thank you very much.

Attachments

RECEIVED
COUNTY AUDITOR
2016 MAR 17 PM 2:13

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

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 208279

Received From: SHERIFF'S L.E.O.S.E. TX. COMP. 03/06/17 Date 03/09/17

136362339	ALLOCATION PAYMT FROM L.E.O.S.E.	7-1220-335-00-280-000-0-000	38,452.76
		Total:	**38,452.76**

Check Total	38,452.76
Cash Total	.00
Credit Total	.00
Other Total	.00

RECEIVED BY
COUNTY
2017 MAR 17 PM 2 13

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	DOCUMENT	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P170528	38,452.76

ISSUE DATE: 02/21/2017

PAYEE NUMBER: 1XXXXX07176 MAIL CODE: 064

PAYEE NAME: HIDALGO COUNTY SHERIFF

WARRANT TOTAL: $38,452.76

WARRANT NUMBER: 136362339

— NON-NEGOTIABLE —

For questions about this payment or to sign up for Direct Deposit, please contact your paying agency:

COMPTROLLER - STATE FISCAL 512-463-4561

Would you like to view:

- Your state payment history and download it?
- The invoice description information for a payment?
- The phone number of the paying agency?

You can view all of this and more on our Search State Payments Issued website. Visit COMPTROLLER.TEXAS.GOV and click on the State Payments Issued link to enroll. While there, visit the Comptroller's Video Library under the 'About' tab for short how-to videos on using Search State Payments Issued.

Also consider enrolling in direct deposit, it's easy.
Go to WWW.TXDIRECTDEPOSIT.ORG. Return the completed direct deposit form to the paying agency named on this payment stub.

RECEIVED IN COUNTY CLERK'S OFFICE

Printed by Texas Comptroller of Public Accounts
(512) 936-8138 or www.TexasPayeeResources.org

▼ *Detach here before depositing* ▼

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
136362339

FEBRUARY 22, 2017

022117 1XXXXX07176 064 0116 902 9P170528
PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay THIRTY EIGHT THOUSAND FOUR HUNDRED FIFTY TWO DOLLARS AND 76/100 $ 38,452.76

To HIDALGO COUNTY SHERIFF
PO BOX 1228
EDINBURG, TX 78540-1228

VOID AFTER 08/31/2019

Glenn Hegar
Comptroller of Public Accounts

⑈304⑈ ⑆114900164⑆ ⑈136362339⑈

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 22, 2017

HIDALGO COUNTY SHERIFF
PO BOX 1228
EDINBURG TX 78540-1228

Vendor number: 17460007176-064

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 38,452.76.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2018, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2018 Allocation Basis form to us no later than April 28, 2017. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

RECEIVED
COUNTY AUDITOR
2017 MAR 17 PM 2 13

Enclosures

AI-59026 **Sheriff's Office 10. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rosie Hinojosa, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues, as certified by the County Auditor, for the 2017 L.E.O.S.E. allocation payment of $38,452.76 received from the State Comptroller of Public Accounts. 2.) Approval of Budget Amendment to appropriate the 2017 L.E.O.S.E. Allocation in the amount of $38,452.76.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1220-421-00-280-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/04/2017. Appropriation in the amount of $38,452.76 from Sheriff's L.E.O.S.E. Revenue Fund.

Attachments

Budget Amendment

2017 Allocation Letter

Request for Certification of Revenues

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/20/2017 02:12 PM
Budget & Management	Veronica Ortiz	03/20/2017 03:46 PM
Final Approval		
Form Started By: Rosie Hinojosa		Started On: 03/17/2017 12:35 PM

DATE: March 18, 2017

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

DEPARTMENT NAME: Sheriff's L.E.O.S.E.

ACCOUNT NUMBER: 7-1220-421-00-280-004-0-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
7-1220-421-00-280-004-0-583	Out of County Employee Travel	25,452.76
7-1220-421-00-280-004-0-584	Registration Fees	13,000.00
7-1220-335-00-280-000-0-000	Sheriff's L.E.O.S.E. Revenues	38,452.76

TOTAL BUDGET INCREASE REQUEST **$ 38,452.76**

REASON: To appropriate the Sheriff's L.E.O.S.E. Allocation from the State Comptroller in the amount of $38,452.76.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-59212 **Executive Office** **11. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of Senate Bill 814 - Related to the Board of Directors of the Agua Special Utility District

BACKGROUND

Fiscal Impact

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:51 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Sandra Deleon		Started On: 03/31/2017 01:07 PM
Final Approval Date: 03/31/2017		

RESOLUTION IN SUPPORT OF SENATE BILL 814
RELATED TO THE BOARD OF DIRECTORS OF THE AGUA SPECIAL UTILITY DISTRICT

WHEREAS, governments and those in charge of public entities should be held accountable for their actions by their constituents; and

WHEREAS, an elected board that holds itself accountable to nobody inspires distrust and goes against the County of Hidalgo and our nation's values of transparency in government; and

WHEREAS, more than 15,000 customers in the Palmview, Penitas, Sullivan City, parts of La Joya and parts of Mission, as well as the surrounding unincorporated areas are served by the AGUA Special Utility District; and

WHEREAS, people in the communities served by the AGUA Special Utility District have expressed disapproval and concern that AGUA board directors may have a conflict of interest when AGUA employees are also elected officials from local taxing entities that are employers of AGUA Directors; and

WHEREAS, Senate Bill 814, authored by Senator Juan "Chuy" Hinojosa and filed in 85th Texas Legislature, is meant to address perceived and potential conflicts of interest at the AGUA Special Utility District by banning the employment of individuals who are elected officials of an entity that employs an AGUA Director, or who are related to that elected official, from another local taxing entity within the District.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court supports all efforts to promote accountability, transparency and stress-free work environments at all levels of government and hereby endorses Senator Juan "Chuy" Hinojosa and the legislation he authored, Senate Bill 814. Furthermore, the Hidalgo County Commissioners Court encourages all like-minded legislators to express their support of an open and transparent government by voting in favor of SB 814.

Approved this __ day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59106 **Executive Office** **11. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $345.86 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 12/20/16

Acct #: 7-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Texas Farm Bureau Casualty Ins. Co. Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 03:40 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Aida Alvarez		Started On: 03/23/2017 03:25 PM
Final Approval Date: 03/31/2017		

Texas Farm Bureau Casualty Insurance Co.

Check No.: 983910

Date:
03/17/2017

Amount Paid:
$ 345.86

Claim Number:
157379

Policy Number:
21757611

Payee Name and Address:

HIDALGO COUNTY SHERIFF'S DEPT
711 EL CIBOLO RD
EDINBURG, TX 78542-0471

Form C04/0695 - KNK 00

Texas Farm Bureau Casualty Insurance Co.

Check No.: 983910

Date:
03/17/2017

Amount Paid:
$ 345.86

Claim Number:
157379

Policy Number:
21757611

Payee Name and Address:

HIDALGO COUNTY SHERIFF'S DEPT
711 EL CIBOLO RD
EDINBURG, TX 78542-0471

Form C04/0695 - KNK 00

Texas Farm Bureau Casualty Insurance Company
P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

7983910

TEXAS FARM BUREAU INSURANCE

NOT VALID AFTER ONE YEAR

In Full Payment For ACV OF DMGS

DATE	PAY THIS AMOUNT
03-17-2017	** 345.86**

Policy No.: 21757611 **Claim No.: 157379**

Wells Fargo Bank, N.A.

Pay Only>

345.86
THREE FOUR FIVE PERIOD EIGHT SIX

SOURCE
7-CLAIMS-CHECK
KNK
Texas Farm Bureau Casualty Insurance Company

Pay to the Order Of
HIDALGO COUNTY SHERIFF'S DEPT
711 EL CIBOLO RD
EDINBURG, TX 78542-0471

Cyndi Jenk
Authorized Signature

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND THE BACKER HAS AN ARTIFICIAL WATERMARK AND MICROPRINTING

⑈7983910⑈ ⑆041203824⑆ 960001131 4⑈

Est ID: 470

Date: 12/28/2016 3:32 PM

ER Paint Shop

Quality Body & Paint Repairs
2420 w monte cristo rd
edinburg tx 78541

956-386-0008 956-289-1939

Email: eloytrevino@att.net

DAMAGE REPORT

Written by: eloy trevino

, SHERIFF DEPT

OWNER
sheriff dept

Phone:
: -383-8114

LOSS DATA
Vehicle Condition:
Type of Loss:
Point of Impact:
Days To Repair:

INSURANCE
Insured:
Ins. Co:
Adjuster:
Phone:
Claim No :
Policy:
Date of Loss: / /

VEHICLE

Year: 2014
Make: FORD
Model: expedition
Color: Clear Coat

VIN: EEF68219
Prod Date: /
Lic Plate:
State:

Odometer: 0

L#	OPERATION	Q	DESCRIPTION	TYPE	PRICE	LABOR	PAINT
			REAR LAMPS				
1	Replace	1	Rt Tail Lamp	A/M	66.98	0.4	
			REAR BUMPER				
2	Repair		Bumper Cover			2.0	1.5*
3			Clear Coat				0.9
				Line Totals -->	66.98	2.4	2.4

Continued on the Next Page...

Est ID: 470
Our File No:

Date: 12/28/2016 3:32 PM

, sheriff dept
2014 FORD expedtio Lic:

DAMAGE REPORT

REPORT TOTALS						Amount
LABOR:						
Body	2.4	Hrs @ $	40.00	Per Hour	=	96.00
Refinish	2.4	Hrs @ $	40.00	Per Hour	=	96.00
Frame/Structural	0.0	Hrs @ $	65.00	Per Hour	=	0.00
Mechanical	0.0	Hrs @ $	75.00	Per Hour	=	0.00
PARTS & MATERIAL:						
Parts					=	65.98
Paint Material	2.4	Hrs @ $	30.00	Per Hour	=	72.00
Body Material	2.4	Hrs @ $	0.00	Per Hour	=	0.00
OTHER CHARGES:						
Towing & Storage					=	0.00
Hazardous Waste Removal					=	4.50
Sublet/Misc					=	0.00
SUBTOTAL						334.48
Sales Tax on 137.98					=	11.38
TOTAL					$	345.86

- NOTICE -

This estimate report is based upon our visual inspection and includes only the items listed on this report for repairs. Occassionly, after repair work is started, hidden or missed damage is found and additional costs may be necessary. All parts prices subject to actual invoice. This estimate report is valid for 60 days.

I hereby authorize repairs to my vehicle for the amount of this estimate.

Signed:_____ Date:_____

(c) 2014 ABF SYSTEMS, INC.

ABF Estimating Solutions from www.abfsystems.com

AI-59110 **Facilities Management** **12. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Submitted By: JC Carreon, FACILITIES MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

Facilities Management:
Approval of credit application and agreement with Cintas Corporation in order to purchase First Aid kit supplies and authorize Valde Guerra, County Executive Officer to sign documents

BACKGROUND

should be a credit reference form not credit application

Fiscal Impact

Attachments

Credit App
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:36 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: JC Carreon		Started On: 03/24/2017 10:42 AM
Final Approval Date: 03/31/2017		

Policy R-2111
Exhibit D
April 30, 2010

Credit Reference Form

CINTAS
THE SERVICE PROFESSIONALS

Date 3/24/17

Account Name: Hidalgo County Facilities Management AP Contact Name:

Billing Address: P.O. Box 1356

City: Edinburg State: TX. Zip: 78539 Telephone: (956) 289-7850

# of Years in business _____ Charge _____ Credit Card _____ COD _____

Supplier's Name Home Depot

Contact _____ Phone# 1-800-494-1946

Street P.O Box 6031 Fax # _____

City The Lakes State NV Zipcode 88901-6031

Cintas Office Use ONLY

Payment Terms		Payment Average		Amount Outstanding		Present status	
	How long a customer?		30days		60 days		Over 60days

Supplier's Name W. W. Grainger

Contact _____ Phone# 1-800-472-4643

Street 100 Grainger Parkway Fax # _____

City Lake Forest State IL Zipcode 60045-5201

Cintas Office Use ONLY

Payment Terms		Payment Average		Amount Outstanding		Present status	
	How long a customer?		30days		60 days		Over 60days

Supplier's Name O'Reilly Auto Parts

Contact _____ Phone# _____

Street 821 S. Closner Fax # (956) 383-6655

City Edinburg State TX. Zipcode 78539

Cintas Office Use ONLY

Payment Terms		Payment Average		Amount Outstanding		Present status	
	How long a customer?		30days		60 days		Over 60days

Cintas Office Use ONLY

Upon review of the above information gathered from the credit references, this account will be placed on

Charge _____ Credit Card _____ COD _____ Credit Card/COD review in 6mos. _____

General Manager Date Sales Manager Date

I authorize Cintas to verify my credit by contacting the parties above. I am authorized to sign on behalf of this company.

Printed Customer Name **Customer Signature**

Printed Title **Date**

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)
Cintas Corporation

Business name/disregarded entity name, if different from above
Cintas Corporation

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) 5
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
P.O. Box 631025

Requester's name and address (optional)

City, state, and ZIP code
Cincinnati, OH 45263-1025

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
3 1 - 1 7 0 3 8 0 9

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 ▶ Linda C. Brown Date ▶ 1/21/2016

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.

Attn: Erica DeBrow

HIDALGO COUNTY PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type.
Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: darlene.betancourt@co.hidalgo.tx.us

Company Name: Cintas Corp Telephone No. (210) 702-5195

dba Name:

Legal Name: Cintas Corporation

Mailing Address: 7007 Fairgrounds Pkwy Fax No. (210) 702-5186

Physical Address: 7007 Fairgrounds Pkwy ste 121

City, State, Zip San Antonio, TX 78239 Tax I.D. No. 31-1703809

Remit to Address: P.O. Box 631025 City, State, Zip Cincinnati, OH 45263

E-Mail Address: debrowe@cintas.com

Representative(s) Name(s) & Title(s) Erica Debrow Office Admin

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No.____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: ____ Date:____ Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

Revised12/14

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considerc as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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?: ☐ TPASS (Windows on State Government) ☐ 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 HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ TPASS (Windows on State Government ☐ 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): ☐ TPASS (Windows on State Government ☐ 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): ☐ TPASS (Windows on State Government ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Dear Valued Customer,

Relative to the announcement of Cintas' acquisition of the ZEE Medical business, Cintas is changing payment remittance information for ZEE customers in order to provide more efficient and customer centered payment processing. We encourage you to make these remittance changes immediately so that payments are not delayed or returned to you.

All invoices with a ZEE logo should still be remitted to the address on the invoices. Moving forward, any Cintas labeled invoice must be remitted to the address below:

CINTAS CORPORATION
PO BOX 631025
Cincinnati, OH 45263-1025

Please be sure to include your document/invoice number, date, and dollar amount with your payment to ensure proper credit. Please note that failure to make appropriate changes may result in payments being rejected or returned.

Credit Cards or EFT/ACH set up with ZEE **will not be transferred** over to the Cintas system due to PCI compliance. If you had this method of payment set up, or would like one set up, please contact us at Loc00W90@cintas.com or call 1-888-994-2468.

For your convenience, we have included a new Form W9. If your business requires additional paperwork to make this change please forward the appropriate documentation to Loc00W90@cintas.com.

IMPORTANT NOTE: If your company currently remits to an address listed below, **please do not make changes to your remittance address,** as you are serviced by an independent ZEE Distributorship doing business as ZEE Medical Services (Z.M.S.C.) and need to continue to use your current remittance address. If your company is currently remitting to any PO Box in Indianapolis, please change your remit to address to the Cincinnati, OH address noted above.

Z.M.S.C. #	Remittance Address	City	State	Zip
10	P.O. Box 29099	Shreveport	LA	71149
18	376 San Claudio Avenue	San Juan	PR	00926
25	3716 N. Eagle Mountain D	Flagstaff	AZ	86004
27	13 Northwest 132nd	Oklahoma City	OK	73114
34	107 Bryant Street	Ojai	CA	93023
38	P.O. Box 571480	Las Vegas	NV	89157
42	16631 Burke Lane	Huntington Bea	CA	92647
52	2745 Leiscz's Bridge Road	Reading	PA	19605
54	P.O. Box 911	Burnsville	MN	55337
66	4221 West Sierra Madre #	Fresno	CA	93722

Z.M.S.C. #	Remittance Address	City	State	Zip
66	P.O. Box 610878	San Jose	CA	95161
68	P.O. Box 58627	Seattle	WA	98138
72	P.O. Box 220229	Fair Oaks	CA	95628
74	3710 Woodland Drive, Ste 1500	Anchorage	AK	99517
86	P.O. Box 18008	Greensboro	NC	27419
89	8100 East Broadway Ave., Ste F	Tampa	FL	33619
110	2202 North 12th Street	Fargo	ND	58102
114	P.O. Box 220229	El Paso	TX	79913
125	P.O. Box 45761	Omaha	NE	68145
126	P.O. Box 1647	Williamsville	NY	14231

If you have any questions concerning this change, please contact our Accounts Receivable department at Loc00W90@cintas.com or 1-888-994-2468. We appreciate your business and timely cooperation.

Chris Hill
General Manager – Accounts Receivable

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.
Cintas Corporation No. 2

2 Business name/disregarded entity name, if different from above
Cintas Corporation No. 2

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) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 631025

Requester's name and address (optional)

6 City, state, and ZIP code
Cincinnati, Ohio 45263-1025

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
3 1 - 1 7 0 3 8 0 9

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 ▶ [signature] Date ▶ 4-25-16

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.

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

Fwd: Message from "RNP0026737B922C"

From : Joecindy Carreon <joecindy.carreon@co.hidalgo.tx.us> Tue, Apr 04, 2017 09:03 AM
Subject : Fwd: Message from "RNP0026737B922C"
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Moni, this is the prior approval from legal.

From: "Joecindy Carreon" <joecindy.carreon@co.hidalgo.tx.us>
To: "fong linda" <Linda.Fong@auditor.co.hidalgo.tx.us>
Sent: Tuesday, April 4, 2017 8:40:22 AM
Subject: Fwd: Message from "RNP0026737B922C"

Linda, this is the prior approval from legal.

From: "Joecindy Carreon" <joecindy.carreon@co.hidalgo.tx.us>
To: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, March 24, 2017 3:42:48 PM
Subject: Re: Message from "RNP0026737B922C"

Ok, tks

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Joecindy Carreon" <joecindy.carreon@co.hidalgo.tx.us>
Sent: Friday, March 24, 2017 1:58:3
Subject: Re: Message from "RNP0026737B922C"

JC,
I have reviewed the attached credit app and approve as to form.

Thank you

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

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

On Fri, Mar 24, 2017 at 10:53 AM, Joecindy Carreon <joecindy.carreon@co.hidalgo.tx.us> wrote:

> Attached please find a credit application for Cintals Corporation for your review.
>
> ---
>
> **From:** B&G@CO.hidalgo.tx.us
> **To:** "jc" <joecindy.carreon@co.hidalgo.tx.us>
> **Sent:** Friday, March 24, 2017 10:37:06 AM
> **Subject:** Message from "RNP0026737B922C"
>
> This E-mail was sent from "RNP0026737B922C" (MP C4503).
>
> Scan Date: 03.24.2017 10:37:05 (-0500)
> Queries to: B&G@CO.hidalgo.tx.us

AI-59224 **Human Resources** **13. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Master Court #1 (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, 04/17/2017:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / Decrease	031-001	0001	Bailiff	$48,078.00	$45,078.00
Salary Adjustment / Increase	031-001	0002	Court Clerk	$42,634.00	$45,634.00

3. Approval to revise salary schedule in accordance with Commissioners court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Fiscal Note

PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 04:01 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Diana Munoz		Started On: 03/31/2017 02:42 PM
Final Approval Date: 03/31/2017		

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: Wednesday, April 05, 2017 Agenda Item: 59224

Summary of request/proposal:
Master Court (1100)-
Approval of the following personnel actions, effective 04/17/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Bailiff	0001	113	48,078.00	45,078.00	(3,000.00)
1100	Court Clerk	0002	113	42,634.00	45,634.00	3,000.00
				90,712.00	90,712.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-031-001-0-	113	MASTER COURT-	REG F/T EMPLOYEES	$0.00
7-1100-412-00-031-001-0-	211	MASTER COURT-	HEALTH INSURANCE	$0.00
7-1100-412-00-031-001-0-	212	MASTER COURT-	LIFE INSURANCE	$0.00
7-1100-412-00-031-001-0-	220	MASTER COURT-	FICA	$0.00
7-1100-412-00-031-001-0-	230	MASTER COURT-	RETIREMENT	$0.00
7-1100-412-00-031-001-0-	250	MASTER COURT-	UNEMPLOYMENT COMP	$0.00
7-1100-412-00-031-001-0-	260	MASTER COURT-	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$0.00

2018 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE: 03/31/2017

DEPARTMENT NAME: Master Court

DEPARTMENT NO.: ~~030~~-001 031 PR

CURRENT POSITION TITLE: Bailiff

CURRENT SLOT NO.: 0001

REQUESTED POSITION TITLE: N/A

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

SALARY REQUEST:	$ 48,078.00	$ 45,078.00	-$ ~~300.00~~ 3,000.00 PR
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: -$ 3,000.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

* **POSITION RECLASSIFICATION COMMENTS: (*Attach completed Reclassification Analysis Form and additional pages if needed*)**

Department Head _____ Date _____

Department of Human Resources _____ Date 3/31/17

Department of Budget & Management _____ Date 4/4/17

HR Form: 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 03/31/2017

DEPARTMENT NAME: Master Court

DEPARTMENT NO.: ~~030~~ 031 PR

CURRENT POSITION TITLE: Court Clerk

CURRENT SLOT NO.: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 42,634.00	$ 45,634.00	$ 3,000.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 3,000.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head _____ Date _____

Department of Human Resources _____ Date 3/31/17

Department of Budget & Management _____ Date 4/4/17

HR Form: 032

2/9/2017

AI-59171 **Human Resources** **13. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Treasurer / Bail Bond Board (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, 4/17/2017:

Action	Dept. / Program	Slot#	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Supplement Pay/ (decrease)	150-001	0002	Chief Deputy II	$3,061.00	$561.00
Change funding source/ (create allowance slot)	150-002	0001		$0.00	$2,500.00

3. Approval to revise salary schedule(s) in accordance with Commissioners Court approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-415-00-150-002-0-XXX

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

BUDGETARY IMPACT:

Funds available pending appropriation approval (AI-59136 CC 4/5/17).

Attachments

Fiscal Note
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/30/2017 02:42 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Diana Munoz		Started On: 03/29/2017 04:38 PM

Final Approval Date: 03/31/2017

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: Wednesday, April 05, 2017 Agenda Item: 59171

Summary of request/proposal:
County Treasurer (1100): Approval of the following personnel actions, effective next full pay period: 4/17/2017

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Deputy II	0002	117	3,061.00	561.00	(2,500.00)
				3,061.00	561.00	(2,500.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-16-150-001-0-	117	CO TREASURER-	SUPPLEMENTAL PAY	($1,772.03)
7-1100-415-16-150-001-0-	211	CO TREASURER-	HEALTH INSURANCE	$0.00
7-1100-415-16-150-001-0-	212	CO TREASURER-	LIFE INSURANCE	$0.00
7-1100-415-16-150-001-0-	220	CO TREASURER-	FICA	($135.56)
7-1100-415-16-150-001-0-	230	CO TREASURER-	RETIREMENT	($203.25)
7-1100-415-16-150-001-0-	250	CO TREASURER-	UNEMPLOYMENT COMP	($10.63)
7-1100-415-16-150-001-0-	260	CO TREASURER-	WORKER'S COMP	($3.72)
			2016 Budgetary Impact	($2,125.19)

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: Wednesday, April 05, 2017 Agenda Item: 59171

Summary of request/proposal:
Bail Bond Board (1100): Approval of the following personnel actions, effective next full pay period: 4/17/2017

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Deputy II	0001	117	0.00	2,500.00	2,500.00
				0.00	2,500.00	2,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-00-150-002-0-	117	BAIL BOND BOARD-	SUPPLEMENTAL PAY	$1,772.03
7-1100-415-00-150-002-0-	211	BAIL BOND BOARD-	HEALTH INSURANCE	$0.00
7-1100-415-00-150-002-0-	212	BAIL BOND BOARD-	LIFE INSURANCE	$0.00
7-1100-415-00-150-002-0-	220	BAIL BOND BOARD-	FICA	$135.56
7-1100-415-00-150-002-0-	230	BAIL BOND BOARD-	RETIREMENT	$203.25
7-1100-415-00-150-002-0-	250	BAIL BOND BOARD-	UNEMPLOYMENT COMP	$10.63
7-1100-415-00-150-002-0-	260	BAIL BOND BOARD-	WORKER'S COMP	$3.72
			2016 Budgetary Impact	$2,125.19

Possible Funding Sources: Appropriation (AI-59136 CC 4/5/17)

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
MAR 27 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.

DATE:	03/07/2017	**CURRENT POSITION TITLE:**	~~Chief Deputy~~ II
DEPARTMENT NAME:	~~County Treasurer~~ Bail Bond Board	**CURRENT SLOT NO.:**	~~002~~ (0001) Proposed
DEPARTMENT NO.:	150-002	**REQUESTED POSITION TITLE:**	Chief Deputy II

ALLOWANCE REQUEST: *Type of Allowance*

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

Allowance Amount:	$ 0.00	$ 2,500.00	$ 2,500.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 2,500.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- ☑ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☐ Will Require Additional Funds
- ☑ Other 7-1100-415-~~16~~-150-~~001~~ 00 -0-117 002 D.T.

POSITION TYPE:

- ☑ Full Time Regular Object Code 113
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Regular Object Code 114
- ☐ Part Time Temporary Object Code 122

CIVIL SERVICE:

- ☑ Exempt
- ☐ Non-Exempt

FLSA:

- ☑ Exempt
- ☐ Non- Exempt

JUSTIFICATION/PRIORITY: ***(Explain why this allowance request is essential)***

Employee is now carrying out the duties of secretary(designee) for the Bail Bond Board.
Monies come from fees collected from the Bail Bond Companies.

COMMENTS: ***(Any comments you wish to make regarding this request, attach additional pages if needed)***

Change funding Source fm program 150-001 to 150-002 (Bail Bond Board)

Dm

Norma G. García — Department Head — Date: 03/27/2017

Department of Human Resources — Date: 3/30/2017

Department of Budget & Management — Date: 4/4/17

AI-59211 **Human Resources** **13. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct #2 - Parks (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval to create the following part time temporary-positions not to exceed 12 weeks, effective May 30, 2017 through August 14, 2017:

Action	Dept./ Program	Position Title	Slot #	Budgeted Salary/ Hourly Rate
Create	122-008	Head Lifeguard	T047	$6,480.00/yr - $15.00/hr
Create	122-008	Lifeguard	T048	$5,184.00/yr - $12.00/hr
Create	122-008	Lifeguard	T049	$5,184.00/yr - $12.00/hr
Create	122-008	Lifeguard	T050	$5,184.00/yr - $12.00/hr
Create	122-008	Attendant	T051	$5,184.00/yr - $12.00/hr
Create	122-008	Attendant	T052	$5,184.00/yr - $12.00/hr

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

BACKGROUND

Temporary positions will work for approximately twelve (12) weeks [36 hours per week] for the summer starting on enrollment date of May 30, 2017 - August 14, 2017.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funds available via interdepartmental transfer.

Attachments

JOB DESCRIPTIONS

Fiscal Note

transfer
PARS SIGNED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:48 PM
Human Resources	Diana Munoz	03/31/2017 03:59 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Erika Zamora		Started On: 03/31/2017 01:02 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY PRECINCT #2

HEAD LIFEGUARD

GENERAL DESCRIPTION

The head lifeguard position is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The head lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Will supervise pool staff to include lifeguards and attendants

Will maintain daily activity log sheets including daily attendance logs

Will prepare time and attendance report for all pool staff

Will perform light bookkeeping and accounting work such as tabulating daily attendance receipts, maintain employee sign-in and sign-out sheets

Will make daily bank deposits

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

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from a high school or equivalent (GED)

5 years of experience as a certified Lifeguard

Red Cross or other appropriate certication as a Lifeguard

Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

Must possess a valid Red Cross or other appropriate agency certification as a Lifeguard

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

OTHER SKILLS AND ABILITIES

Ability to use pool cleaning equipment

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

Knowledge of operational equipment associated with a public recreation facility

May be required to utilize personal automobile on office related business

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

Regular attendance is a must

Ability to work well with others

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

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

HIDALGO COUNTY PRECINCTS

ATTENDANT (PARKS)

GENERAL DESCRIPTION

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

May maintain an inventory of supplies and equipment and shall inform Parks Foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from a high school or equivalent (GED)

Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

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

OTHER SKILLS AND ABILITIES

Ability to use office equipment, such as copier and calculator

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

Knowledge of personal computer and software

May be required to utilize personal automobile on office related business

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to talk or hear. The employee 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

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 PRECINCTS

LIFEGUARD

GENERAL DESCRIPTION

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility.The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

EXAMPLES OF WORK PERFORMED

Maintains daily activity log sheets including daily attendance logs

Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets

May be required to attend training meetings from time to time and work extra work hours as deemed necessary

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Education and/or Experience

Graduation from a high school or equivalent (GED)

Red Cross or other appropriate certication as a Lifeguard

Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility

Certificates, Licenses, Registration

Must have proof of a current valid Texas motor vehicle operator's license

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

Must possess a valid Red Cross or other appropriate agency certification as a Lifeguard

OTHER SKILLS AND ABILITIES

Ability to use pool cleaning equipment

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

Knowledge of operational equipment associated with a public recreation facility

May be required to utilize personal automobile on office related business

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

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

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

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: Wednesday, April 05, 2017 Agenda Item: 59211

Summary of request/proposal:
Precinct 2 Parks (1100)-
Approval of the following personnel actions, effective 05/30/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Head Lifeguard	T047	122	0.00	6,480.00	6,480.00
1100	Lifeguard	T048	122	0.00	5,184.00	5,184.00
1100	Lifeguard	T049	122	0.00	5,184.00	5,184.00
1100	Lifeguard	T050	122	0.00	5,184.00	5,184.00
1100	Attendant	T051	122	0.00	5,184.00	5,184.00
1100	Attendant	T052	122	0.00	5,184.00	5,184.00
				0.00	32,400.00	32,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-452-00-122-008-0-	122	PCT 2 PARKS-	TEMPORARY P/T EMPL	$32,400.00
7-1100-452-00-122-008-0-	211	PCT 2 PARKS-	HEALTH INSURANCE	$0.00
7-1100-452-00-122-008-0-	212	PCT 2 PARKS-	LIFE INSURANCE	$0.00
7-1100-452-00-122-008-0-	220	PCT 2 PARKS-	FICA	$2,478.60
7-1100-452-00-122-008-0-	230	PCT 2 PARKS-	RETIREMENT	$0.00
7-1100-452-00-122-008-0-	250	PCT 2 PARKS-	UNEMPLOYMENT COMP	$194.40
7-1100-452-00-122-008-0-	260	PCT 2 PARKS-	WORKER'S COMP	$1,182.60
			2017 Budgetary Impact	$36,255.60

Possible Funding Sources: Interdepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: April 5, 2017

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 2 Parks

ACCOUNT NUMBER: 7-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2017
Transfer
AI-59211

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			
7-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(36,255.60)
TO			
7-1100-452-00-122-008-0- 122	Pct. 2 Parks-	Temporary P/T Employees	32,400.00
7-1100-452-00-122-008-0- 220	Pct. 2 Parks-	FICA	2,478.60
7-1100-452-00-122-008-0- 250	Pct. 2 Parks-	Unemployment Comp	194.40
7-1100-452-00-122-008-0- 260	Pct. 2 Parks-	Workers Comp	1,182.60
TOTAL BUDGET INCREASE (DECREASE)			**$** -

REASON: **Transfer needed to fund personnel actions, AI-59211, CC 04/05/17.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	03/30/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Precinct 2 Parks	**CURRENT SLOT NO.:**	T047
DEPARTMENT NO.:	122-008	**REQUESTED POSITION TITLE:**	Head Lifeguard (1 position)

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:	$ 0.00 Current Grade & Step Budgeted Salary	$15.00/hr x 432 hrs $ 6,480.00 Proposed Grade & Step Budgeted Salary	$ 6,480.00 Net Change
SALARY REQUEST:	_____ Current Grade & Step Budgeted Salary	_____ Proposed Grade & Step Budgeted Salary	$ 0.00 Net Change
TOTAL BUDGETARY IMPACT:	$ 6,480.00		

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☑ Other DBM will prepare transfer.

POSITION TYPE:
☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☑ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

05/30/2017	08/14/2017	Tuesday - Sunday 1-7pm	36	12 weeks
Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary $6,480 ÷ 432 = $15.00/hr (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate $ 15.00

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Certified Lifeguard is required at Las Milpas Park/Pool to ensure and maintain public safety of our recreational facility.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

N/A

Department Head — Date 3/31/17

Department of Human Resources — Date 3/31/17

Department of Budget & Management — Date 4/4/17

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	03/30/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Precinct 2 Parks	**CURRENT SLOT NO.:**	T048-T050
DEPARTMENT NO.:	122-008	**REQUESTED POSITION TITLE:**	Lifeguard (3 Positions)

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:	$ 0.00	$12.00/hr x 432 hrs $ 15,552.00	$ 15,552.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: $ 15,552.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☑ Other DBM will prepare transfer.

POSITION TYPE:
☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☑ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

05/30/2017	08/14/2017	Tuesday - Sunday 1-7pm	36	12 weeks
Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary $5,184. ÷ 432 = 12.00 p/hr (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate $ 12.00

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Certified Lifeguard is required at Las Milpas Park/Pool to ensure and maintain public safety of our recreational facility.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

N/A

Department Head	Date 3/31/17
Department of Human Resources	Date 3/31/17
Department of Budget & Management	Date 4/4/17

HR Form: 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
MAR 31 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 03/30/2017
DEPARTMENT NAME: Precinct 2 Parks
DEPARTMENT NO.: 122-008
CURRENT POSITION TITLE:
CURRENT SLOT NO.: T051-T052
REQUESTED POSITION TITLE: Attendant (2 Positions)

REQUEST FOR: ☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
$ 0.00	~~$ 9,504.00~~ $11.00/hr x 432 hrs x2 = ~~15,552.00~~ $ 12.00 DW $10,368.00 OT	~~$ 9,504.00~~ ~~15,552.00~~ $10,368.00 OT

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
		$ 0.00

TOTAL BUDGETARY IMPACT: ~~$ 9,504.00~~ ~~15,552.00~~ $10,368.00 OT

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds
☐ Salary Adjustment ☑ Other DBM will prepare transfer.

POSITION TYPE:
☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☑ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position
05/30/2017	08/14/2017	Tuesday - Sunday 1-7pm	36	12 weeks

Annual Salary $5,184 ÷ 432 = $12.00 P/hr (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate ~~$ 11.00~~ 12.00

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Attendant is needed to account for all daily attendance receipts, preparing required reports, and making daily bank deposits.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

N/A

Department Head — Date 3/31/17

Department of Human Resources — Date 3/31/17

Department of Budget & Management — Date 4/4/17

HR Form: 032

2/9/2017

AI-59233 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 04/05/2017

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 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 HC Pct. 4, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract

PROFESSIONAL SERVICE FIRM	GRADE	RANKED
SAMES, Inc.	94	
S & B Infrastructure, LTD	89	
Quintanilla, Headley & Associates, Inc.	87	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm_____ for the provision of Engineering Services for the GLO Round 3 - Trenton Drain Phase II and III project in Hidalgo County Precinct No. 4.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: SAMES, Inc., Quintanilla, Headley and Associates, Inc. and S & B Infrastructure, Ltd.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. funds.

Attachments

Scoring Grid Ratings

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 04:39 PM
Ivan Cantu	Ivan Cantu	03/31/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Sandra Regalado Started On: 03/31/2017 04:23 PM

Final Approval Date: 03/31/2017

GLO Round 3 -Trenton Drain Phase II/ Phase III

Professional Engineering Service

Grading-Ranking Grid

Criteria	SAMES Inc.			S & B Infrastructure, LTD			Quintanilla, Headley & Associates		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	17	20	20	15	19	20	15	20	20
Experience of Project Team/Ability to Commit Resources	21	24	25	21	25	22	21	23	23
Methodology/Experience/ Availability of Project manager	18	20	20	18	19	20	17	20	20
Understanding of Project/Similar Projects	21	24	25	20	24	24	18	23	23
Familiarity with Applicable Rules and Regulations	7	10	10	6	10	5	6	10	4
TOTALS	84	98	100	80	97	91	77	96	90
AVERAGES	282 / 3 =			268 / 3 =			263 / 3 =		
RATING	94			89			87		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	4
Comments/Rationale For Points:		TOTAL 17
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 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	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:		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	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	4
➢ 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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 7
Total Score		84

Firm/Participant's Name: Sames Inc.

Evaluator: _____ Department: Purchasing

Project Name: GLO Rnd 3 Trenton Drain Phase II & III Date: 03-31-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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: The firm is highly qualified in related projects and all team members have the expertise to perform the work needed.		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: The firm has considerable experience with drainage projects.		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: The firm is well equipped for required services and has high response to the needs of the County.		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: The firm has great perception and understanding of these types of projects.		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: The firm is licensed and familiar with all regulations.		TOTAL 10
	Total Score	98

Firm/Participant's Name: SAMES, Inc.

Evaluator: Maria D. Bucio Department: Precinct No. 4

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: 3-30-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	100

Firm/Participant's Name: SAMES, Inc.

Evaluator: Antonio Dorcy Department: Urban County Program

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: 3/30/17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	2
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	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 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	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:		TOTAL 18
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	4
➢ 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 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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 6
Total Score		80

Firm/Participant's Name: SRB Infrastructure, Ltd.

Evaluator: [signature] Department: Purchasing

Project Name: GLO Pend 3 Trenton Drain Phase IIB III Date: 03-31-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: The team is professional, dedicated to projects and highly qualified.		TOTAL 19
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: The firm has vast experience and the team has worked on various County projects.		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: The project manager is experienced and available as needed.		TOTAL 19
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	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: The firm has a full understanding of similar projects.		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: The firm is familiar with all rules and regulations and is licensed.	Total Score	TOTAL 10 97

Firm/Participant's Name: S & B Infrastructure, Ltd.

Evaluator: _____ Department: Precinct No. 4

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: _____

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	7
➢		
Comments/Rationale For Points: Meets most criteria, but must improve on delivery of services on a timely manner		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	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	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must more RFQ responsive		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: DID NOT include narrative outlining Applicable rules and Regulations		TOTAL 5
	Total Score	91

Firm/Participant's Name: S & B Infrastructure, Ltd.

Evaluator: Antonio Barco Department: Urban County Program

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: 3-30-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	2
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	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 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	9
Comments/Rationale For Points:		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	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	3
➢ Reference Information including contact persons and telephone numbers.	5	4
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 6
Total Score		77

Firm/Participant's Name: ~~Quintanilla~~, Headley & Associates

Evaluator: _____ Department: Purchasing

Project Name: GLO Rnd 3 Newton Drain Phase II & III Date: 03-31-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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: The team is qualified to provide the work as needed.		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	9
➢		
Comments/Rationale For Points: The team is experienced in similar projects.		TOTAL 23
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: The project manager is well prepared and readily available.		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	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: The firm has complete understanding of scopes and services for similar projects.		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: The firm is licensed and familiar with all regulations.		TOTAL 10
	Total Score	96

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: Maria D. Rucio Department: Precinct No. 4

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: 3-30-17

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2017-006-02-01-YSS

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	8
➢		
Comments/Rationale For Points: Meets most criteria, but needs to improve on the efficiently completing reporting requirements		TOTAL 23
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	4
➢ 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: Meets most criteria, but must address Appropriate Federal/State and Local regs. and RFQ responsive		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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must address applicable rules and regulations and did not narrative on Applicable rules and regulations		TOTAL 4
		Total Score 90

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: ANTONIO DAECO Department: Urban County Program

Project Name: GLO Round 3 - Trenton Drain Phase II & III Improvements Project Date: 3-30-17

AI-59199 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Presentation of the Final Method of Distribution for $4,313,027.00 in Community Development Block Grant Disaster Recovery funding from the Texas General Land Office Community Development and Revitalization Program for housing and non-housing assistance.

BACKGROUND

A Public Hearing was held at the Hidalgo Urban County Program Office on March 15, 2017 at 6:00 P.M. to seek the public's input on the revised Method of Distribution (MOD) for the round 3 Disaster recovery funding from the Texas General Land Office Community Development and Revitalization Program for housing and non-housing. Citizen participation requirements were all met.

Fiscal Impact

Attachments

Public Hearing MOD funding
MOD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:44 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Olga Lerma		Started On: 03/31/2017 11:09 AM
Final Approval Date: 03/31/2017		

PUBLIC HEARING NOTICE
HIDALGO COUNTY URBAN COUNTY PROGRAM

Round 3 Disaster Recovery Funding

Date published: Saturday, March 11, 2017

Solicitation for Public Comment

Notice is hereby given that the Hidalgo County – Urban County Program (UCP) is seeking input on the revised Method of Distribution (MOD) for **$4,313,027.00** in Community Development Block Grant Disaster Recovery Funds. This amount includes **$2,932,858.00** for non-housing and **$1,380,169.00** for housing assistance. UCP will hold a public hearing on the revised MOD to receive public comments on the use of these funds. Additionally, a public meeting will be scheduled to receive input on the revised MOD. Written and oral comments regarding the revised MOD will be taken at the public hearing scheduled for Wednesday, March 15, 2017, at 6:00 p.m. at the Hidalgo County Urban County Program's office located at 427 E. Duranta Ave., Ste. 107, Alamo, TX 78516.

The revised Method of Distribution will be posted on Saturday, March 11, 2017 at 8:00 a.m. on the UCP website **https://tx-hidalgocounty.civicplus.com/index.aspx?nid=618** and will be available at Hidalgo County Urban County Program located at 427 E. Duranta Ave., Ste. 107, Alamo, Texas 78516. Also, a copy of the revised MOD will be made available to County Precinct Offices, applicable City Halls and public libraries. A fifteen (15) day comment period will begin on March 13, 2017 to March 27, 2017.

Written comments must be received by the Hidalgo County Urban County Program by 5:00 p.m. on Monday, March 27, 2017 Attn: Diana R. Serna, Executive Director, 427 E. Duranta Avenue, Ste. 107, Alamo, Texas 78516. Final MOD discussion and written public comments will be presented to the Hidalgo County Commissioners Court located at 100 E. Cano, First Floor, Edinburg, TX 78539 on Tuesday, April 4, 2017 at 9:30 a.m.

The Hidalgo County Urban County Program will provide for reasonable accommodations for persons attending UCP functions. Requests from persons needing special accommodations should be received by UCP staff 24-hours prior to the meetings. The public hearing will be conducted in English and requests for language interpreters or other special communication needs should be made at least 48 hours prior to a meeting, please call **956-787-8127** for assistance.

Diana R. Serna, Director
Hidalgo County - Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516



AVISO DE AUDIENCIA PÚBLICA
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Ronda 3 de Financiamiento de Recuperación por Desastre

Fecha de publicación: sábado día 11 de marzo del 2017

Solicitud de Comentarios del Público

Se hace saber que el Programa Urbano del Condado de Hidalgo está solicitando comentarios del Método de Distribución revisado (MOD) de **$4,313,027.00** fondos de Desastres de Recuperación bajo el Programa de Desarrollo Comunitario Concesión de Bloque (CDBG). Esta cantidad incluye **$2,932,858.00** por falta de vivienda y **$1,380,169.00** para asistencia de vivienda. UCP llevará a cabo una audiencia pública sobre el proceso del MOD revisado para recibir comentarios del público sobre el uso y la distribución de estos fondos. Además, se programará una reunión pública para recibir comentarios sobre la MOD revisada. Los comentarios escritos y orales sobre el MOD revisado serán tomados en la audiencia pública programada para el miercoles 15 de marzo de 2017, a partir de las 6:00 pm en la oficina del Programa del Condado Urbano del Condado de Hidalgo ubicada en 427 E. Duranta Ave., Ste. 107, Alamo, TX 78516.

El Método de Distribución revisado será publicada el sabado 11 de marzo del 2017 a las 8:00 am en la página de Internet https://tx-hidalgocounty.civicplus.com/index.aspx?nid=618 y estará disponible en el Programa Urbano del Condado de Hidalgo ubicado en el 427 E. Duranta Ave., Ste. 107, Alamo, Texas 78516. También, una copia del MOD revisada será puesta a disposición de las Oficinas del Condado, de los Ayuntamientos y de las bibliotecas públicas. Un periodo de quince (15) dias de comentarios comenzará el dia 13 de marzo del año 2017 al dia 27 de marzo del año 2017.

Comentarios escritos deben ser recibidas por el Programa Urbano del Condado de Hidalgo hasta las 5:00 p.m. el lunes 27 de marzo del 2017 atención de: Diana R. Serna, Directora Ejecutiva al 427 E. Duranta Avenue, Ste. 107, Alamo, Texas 78516. La discusión MOD final y los comentarios públicos por escrito serán presentados a la Corte de Comisionados del Condado de Hidalgo el martes, 4 de abril de 2017 a las 9:30 a.m. ubicado en 100 E. Cano, Primer Piso, Edinburg, TX 78539.

El Programa Urbano del Condado de Hidalgo proveerá para las adaptaciones razonables para las personas que asisten a las funciones del Programa Urbano del Condado de Hidalgo. Las solicitudes de las personas que necesitan adaptaciones especiales deben ser recibidos por el personal del Programa Urbano del Condado de Hidalgo 24 horas antes de la reunión pública. La audiencia pública se llevará a cabo en Inglés y solicitudes de intérpretes de lengua u otras necesidades especiales de comunicación debe hacerse por lo menos 48 horas antes de la reunión pública, para obtener ayuda por favor llame al 956-787-8127.

Diana R. Serna, Directora Ejecutiva
Program Urbano del Condado de Hidalgo
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

METHOD OF DISTRIBUTION

ALLOCATION

SUMMARY

County Method of Distribution for
2015 Floods CDBG-Disaster Recovery Allocation

Summary Information

Contact Information

County:	**Hidalgo**
Principal Contact Name, Title:	**Ramon Garcia, County Judge, c/o Diana R. Serna, Executive Director**
Principal Contact Telephone:	**(956) 787-8127**
Principal Contact Email:	**countyjudge@co.hidalgo.tx.us, diana.serna@co.hidalgo.tx.us**
Principal Contact Address:	**100 E. Cano St. 2nd Floor**
City, State, Zip:	**Edinburg, TX 78539**

Allocation Summary

County Allocation for All Activities:	**$ 4,313,027**
Housing Activities Total:	**$ 1,380,169**
Non-Housing Activities Total:	**$ 2,932,858**

Citizen Participation

Below is a description addressing how the County complied with the Citizen Participation Plan regarding citizen and non-governmental organization outreach, and any efforts exceeding GLO minimum public participation requirements:

Regarding the first MOD public comment period, the Hidalgo County conducted three Public Hearings, one in each of the affected Precincts (#1 and #4) and one Public Hearing at the Hidalgo County – Urban County Program (UCP) office. However, UCP will be conducting another public comment period, to include a public hearing, after revisions were made to the original MOD. The UCP will conduct the revised MOD Public Hearing at the Hidalgo County – Urban County Program office.

Hidalgo County requested written comment for those unable to attend the meetings. No comments were received. Notice for the Public Meeting were advertised in the local newspaper in English and Spanish, the notice was also posted on the Hidalgo County website as well as copies provided to County Precinct Office, applicable City Halls and public libraries. The notice was also posted on the TexasRebuilds.org web page (Texas Rebuilds Community Development & Revitalization).

Hidalgo County will review the information provided by FEMA and Hidalgo County Precincts to determine the best use of non-housing and housing funds for residents of the most affected areas. All information pertaining to the MOD will be posted on the Hidalgo County Web site.

All sub grantees and/or sub recipients will certify that they will affirmatively further fair housing ("AFFH") in their grant agreements, and will receive GLO training and technical assistance in meeting their AFFH obligations. Additionally, all project applications will undergo AFFH review by GLO before approval. Such review will include assessment of a

proposed project's area demography, socioeconomic characteristics, housing configuration and needs, educational, transportation, and health care opportunities, environmental hazards or concerns, and all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard related impacts.

First Public Hearing Information

Date/Time: **Tuesday, November 1, 2016** Location: **Hidalgo County Precinct No. 1** - 1902 Joe Stephens Ave., Ste. 101, Weslaco, TX 78599

Attendance: **Staff only (four)**

Personal Notice. As required, personal notice was sent to eligible entities at least **five** days in advance of the public hearing using the following method(s) (at least one must be selected):

	Method	Date Sent	Documentation
☒	Electronic Mail	**March 9, 2017**	
☐	Fax		
☐	Hand Delivery		
☐	Certified Mail		

Internet Notice. As required, public notice was distributed on the Internet at least **five** days in advance using the following method:

	Method	Date Published	Documentation
☒	County Website	**October 28, 2016**	
☒	County Website	**March 11, 2017**	

Published Notice. As required, notice of the public hearing was published in at least one regional newspaper at least **three** days in advance. Notice of public hearing was published in the following regional newspaper(s):

	Newspaper Name	Date Published	Documentation
☒	***The Monitor***	**October 28, 2016**	
☒	***The Monitor***	**March 11, 2017**	

Citizen Comment Documentation

☒	The required copy of a sign-in sheet from the public hearing is attached.
☐	A summary of the citizen comments and meeting discussion is attached.

Describe any efforts to notify and accommodate those with modified communication needs, such as posting information and providing interpretive services for other languages.	Notice was posted at County Precinct Offices, city halls and public libraries. For non-English speaking citizens/residents, the County offered translation assistance from Spanish speaking staff.

Long-Term Planning and Recovery

Below is an explanation of how the region's method of distribution fosters long-term community recovery that is forward-looking and focused on permanent restoration of infrastructure, housing and the local economy.

Due to the limited amount of Disaster Recovery CDBG funding available, the Method of Distribution focused initially on the most affected areas of the County. Discussion amongst the most affected County Precincts resulted in an agreement to prioritize the projects by assisting the most affected areas. Hidalgo County Urban County Program (UCP), in conjunction with Precinct staff, concluded that Precinct 1 and Precinct 4 were the most affected areas. The Precincts created surveys via Survey Monkey to obtain essential information from residents in those areas. The surveys completed allowed for the identification of specific subdivisions within each precinct. Additionally, it was determined that the affected areas in Precinct 1 currently have funding allocated to complete the drainage improvements to minimize future flooding. Precinct 4, however, does not have the funding to complete their drainage improvement projects. Therefore, the County has determined that all round 3 General Land Office funds will be utilized for both housing and non-housing needs in the affected Precinct 4 subdivisions. An item of note, UCP utilized Census.gov along with HUD provided census tract and block group data to determine Precinct 4 affected areas, which was identified to be 71.57% LMI. As such, these improvement projects will address key infrastructure systems which will minimize the extent of flooding in this area.

Non-Housing Method of Distribution Detail

The County is required to prepare a method of distribution for non-housing activity funds between the eligible entities. The GLO has directed the County to use a direct allocation technique based on objective, verifiable data. The Method of Distribution will identify how it meets benefiting 70% low-to-moderate persons requirement, the entities eligible to serve as grantees and contract with the GLO, supports minimum allocation amounts that help ensure project feasibility, and provides an explanation of the distribution factors selected.

Distribution Factors

The County has selected the following distribution factors:

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
County Precinct(s) Affected Area	100	County Precinct Assessment of Affected Areas	The County Precinct assessment identified the areas most affected areas the County. Two Precincts reported flooded subdivisions. Due to Precinct 1 already allocating other funds to their affected areas, Hidalgo County will focus on Precinct 4's most affected area(s). The County is planning to combine its non-housing and housing funding that will be concentrated in the most area in an effort to improve key infrastructure systems and that includes housing assistance.

*Add more rows if needed

All allocations must meet or exceed a floor of $100,000 to help ensure sufficient funds for at least one eligible project.

Eligible Activities

Grantee activities must be specifically related to 2015 disaster(s), and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a 2015 disaster(s)related impact in one of the following ways:
  - Direct verifiable damage from the disaster(s) that requires improvement of conditions, or
  - The facilities must have failed to function in the normal capacity as a result of the disaster(s).
- The County has added a stipulation that projects must meet a regionally-established recovery priority.

The County has addressed prioritization of eligible activities as follows:

☒	The County has chosen not to limit Grantees in the region to projects meeting regional priority activities.		
	-OR-		
☐	The County has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
☐	Water Facilities	☐	Specially Authorized Public Facilities & Improvements
☐	Sewer Facilities	☐	Public Services
☐	Other Public Utilities (gas, et al)	☐	Clearance & Demolition Activities
☐	Street Improvements	☐	Code Enforcement
☐	Flood and Drainage Improvements	☐	Specially Authorized Assistance to Private Utilities
☐	Debris Removal	☐	Economic Development
☐	Community Centers & Emergency Shelters (Existing)	☐	Planning and Urban Environmental Design
☐	Senior Centers	☐	Fire Protection Facilities and Equipment
☐	Parks, Playgrounds and other Recreational Facilities		

Housing Method of Distribution Detail

The County is required to prepare a method of distribution for housing activity funds between the eligible entities. The GLO has directed the County to use a direct allocation technique based on objective, verifiable data, including Needs Assessment data provided by the GLO. The Method of Distribution will identify how it meets benefiting 70% low-to-moderate persons requirement, the entities eligible to serve as grantees and contract with the GLO, supports minimum allocation amounts that help ensure project feasibility, and provides an explanation of the distribution factors selected.

Distribution Factors

The County has selected the following distribution factors:

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
County Precinct(s) Affected Area	100	County Precinct Assessment of Affected Areas	The County Precinct assessment identified the areas most affected areas the County. Two Precincts reported flooded subdivisions. Due to Precinct 1 already allocating other funds to their affected areas, Hidalgo County will focus on Precinct 4's most affected area(s). The County is planning to combine its non-housing and housing funding that will be concentrated in the most area in an effort to improve key infrastructure systems and that includes housing

			assistance.

*Add more rows if needed

All allocations must meet or exceed a floor of $500,000 to help ensure sufficient funds for at least one feasible housing program.

Eligible Activities

Grantee activities must be specifically related to 2015 disaster(s), and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a 2015 disaster(s) related impact in one of the following ways:
  - Direct verifiable damage from the disaster(s) that requires improvement of conditions, or
  - The housing replaces units lost or damaged by the disaster(s).

The County has addressed prioritization of eligible activities as follows:

☐	The County has chosen not to limit Grantees in the county to projects meeting regional priority activities.		
	-OR-		
☒	The County has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
☒	Single-family repair and rehabilitation	☐	Multi-family repair and rehabilitation
☐	Single-family replacement	☐	Multi-family replacement
☒	Single-family elevation of homes in flood plains	☐	New Multi-family to replace multi-family stock
☐	Single family relocation from flood plains or identified environmental hazards	☐	Buyouts

Approval and Signatory Authority

A Resolution of the County is attached approving the method of distribution and authorizing its submittal to the Texas General Land Office. I certify that the contents of this document and all related attachments are complete and accurate.

Signature

Date

Diana R. Serna
Printed Name

Director
Title

diana.serna@co.hidalgo.tx.us
Email Address

(956) 787-8127
Telephone Number

AI-59198 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request authorization to submit an application for the 2015 Texas Community Development Block Grant Disaster Recovery funding, and a resolution for authorization to submit the Application to the Texas General Land Office.

BACKGROUND

See attached resolution

Fiscal Impact

Attachments

Resolution & Non- Housing Project Applicatotion

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:44 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Olga Lerma		Started On: 03/31/2017 10:54 AM
Final Approval Date: 03/31/2017		

RESOLUTION

A RESOLUTION OF THE COMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE 2015 FLOODS CDBG-DISASTER RECOVERY ALLOCATION BY THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN ROUND 3 DISASTER RECOVERY FUNDING.

WHEREAS, the Commissioner's Court of the County of Hidalgo desires to develop viable urban communities including decent housing, suitable living environments and economic opportunities principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety of our residents due to the damages sustained from storm and flooding events in 2015,

WHEREAS, disaster recovery supplemental funds are the primary source of funding available for public infrastructure, economic development and housing for the disaster affected areas; and

WHEREAS, it is necessary and in the best interest of the County of Hidalgo to improve infrastructure within the County to provide disaster relief, long-term recovery and restoration of the infrastructure, housing and economic revitalization in areas affected by storm and flooding events in 2015, and

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

1. That Application for the Hidalgo County 2015 Floods CDBG-Disaster Recovery Allocation is hereby authorized to be submitted with the Texas General Land Office

2. That all funds be used for non-housing and housing needs including the improvements of housing for those families affected by the effects of storm and flooding events in 2015

3. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the 2015 Floods CDBG-Disaster Recovery Allocation By The Texas General Land Office

PASSED AND APPROVED THIS _____ DAY OF April 2017

_____

Ramon Garcia, County Judge
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

DRAFT

Non-housing Project Application

Community Development Block Grant - Disaster Recovery
2015 Floods and Storms (DR-4223 and DR-4245)

Texas General Land Office
Community Development and Revitalization Program

APPLICANT NAME

Hidalgo	**LRGVDC**
COUNTY	REGION

APPLICATION FOR CDBG-DR ASSISTANCE

OMB Approval No.0348-004J

DRAFT

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application:	Pre-application:		
☒ Construction	☐ Construction	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
☐ Non-Construction	☐ Non-Construction	4. DATE REC'D by FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:

Legal Name: Hidalgo County-Urban County Program	Organizational Unit: Hidalgo County Judge's Office
Address (City, County, State, and Zip Code) of applicant: 100 E. Cano, 2nd Floor Edinburg, Texas 78539	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of application preparer: Diana R. Serna, Executive Director 427 E. Duranta Avenue, Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-2988 Fax diana.serna@co.hidalgo.tx.us
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000717	6a. DUNS NUMBER: 103110834
7. TYPE OF APPLICANT: ☐ A. Municipal ☒ B. County	8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: Texas General Land Office	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14.228
11. PROJECT TYPE: 5 Flood and Drainage Facilities	11a. TYPE OF APPLICATION: Community Development Block Grant - Disaster Recovery (CDBG-DR)
12. TARGET AREA(S) AFFECTED BY THE PROJECT: The most affected areas located in the South East Area of Precinct 4 (North Alamo and South East Edinburg Rural Area) of Hidalgo County 1. San Marcos Acres 2. San Marcos Acres #3 3. Alamo Estates	13. APPLICANT'S FISCAL YEAR: Beginning Date: Jan 1, 2017 Ending Date: Dec 31, 2017
14. CONGRESSIONAL DISTRICTS:	Representative: 41 Senate: _____ Congress: 15

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
A. CDBG-DR REQUEST:	$2,932,858.00	☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:		Date: _____
C. STATE:		☐ No
D. APPLICANT:		☐ Program is not covered by E.O. 12372 -OR-
E. LOCAL:		☐ Program has not been selected by the State for review
F. OTHER:		
G. TOTAL:	**$2,932,858.00**	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes. If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE CDBG-DR PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

Typed Name of the Applicant's Authorized Representative:	Title	Telephone Number	E-mail Address
Honorable Ramon Garcia	Hidalgo County Judge	+1 (956) 318-2600	ramon.garcia@co.hidalgo.tx.us

Signature of the Applicant's Authorized Representative:	Date

Previous Editions Not Usable STANDARD FORM 424 (REV-4-88)

INSTRUCTIONS

DRAFT

1. This application is for non-housing activities.

All activities must have documented proof of an impact by DR-4223 and/or DR-4245 disaster declarations in 2015. Community Development Block Grant - Disaster Recovery (CDBG-DR) funds must be used for disaster-related expenses in the most impacted and distressed areas. An activity underway prior to a Presidential disaster declarations will not qualify unless the disaster impacted the project.

All eligible activities must be directly related to DR-4223 and/or DR-4245 disaster declarations in 2015 through actual direct damage and allowed under the State of Texas Plan for Disaster Recovery.

2. Applicants are encouraged to develop their community recovery projects in a manner that considers an integrated approach to housing, Fair Housing obligations, economic revitalization, and overall community recovery. Applicants also must document how the use of these funds will address long-term recovery.

3. For detailed information regarding application instructions, see Community Development and Revitalization (CDR) Application Guide.

PROJECT APPROVAL INFORMATION

	Yes	No	N/A
1. Has the applicant chosen to self-administer the proposed project?	☒	☐	☐
2. Has the applicant chosen to use a third-party administrator to administer the proposed project?	☐	☒	☐
3. Has the applicant chosen to use an in-house engineer to perform engineering services for the proposed project?	☐	☒	☐
4. Has the applicant chosen to use a third-party engineer to perform engineering services for the proposed project?	☒	☐	☐
5. Does the project require acquisition of property, purchase of easements, relocation or any other activity requiring compliance with the Uniform Relocation Act?	☐	☒	☐
6. Will the assistance requested cause the displacement of families, individuals, farms, or businesses?	☐	☒	☐
7. If FEMA or Insurance funds were received for any project in this application, the use of those funds must be fully described in the project summary and included in the project budget if they are applied to project development.	☐	☒	☐
8. Will the assistance requested serve or be located at a Federal installation?	☐	☒	☐
9. Is a generator involved in this project?	☐	☒	☐
10. Has the applicant obtained a ratified, legally binding agreement, contingent upon award, between the applicant and the service provider that will operate the project for the continual operation of the improvements as proposed in the application?	☐	☐	☒
11. Does the applicant or service provider currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application?	☐	☐	☒
Can the applicant or service provider include documentation (written verification) from the Texas Commission on Environmental Quality (TCEQ) documenting the receipt of the applicant or service provider's application by attaching this written verification to the submitted application?	☐	☐	☒

DISASTER RECOVERY PROJECT INFORMATION

FEMA Coverage

	Yes	No	N/A
1. Was FEMA contacted regarding project eligibility?	☐	☒	☐

2. If FEMA was contacted, please provide FEMA response. (Attach all relevant documentation)

	Yes	No	N/A
3. If project was determined to be eligible, were FEMA funds committed/received for the projects?	☐	☒	☐

DRAFT

4. If FEMA funds were received, please provide the amount received, explain why funds are needed above and beyond FEMA funds, and include a copy of the project worksheet.

5. Report any/all sources of funding available for the proposed project:

Funding Source(s):

Amount(s):

Insurance Coverage

	Yes	No	N/A
1. Did the applicant have insurance coverage on the proposed project? If YES, please provide the following infomation:	☐	☒	☐
3. Did the applicant file a claim with the insurance company?	☐	☒	☐
6. Was there a deductible?	☐	☒	☐
8. The situation addressed in this application has already threatened human life and safety or poses an imminent threat to human life, health, or safety.	☒	☐	☐
9. The situation addressed in this application is unanticipated and beyond the control of the local government.	☒	☐	☐
11. Are local or other funds available to completely address the situation instead of CDBG-DR funds.	☐	☒	☐

2. Name of the Insurance Company:

4. Amount of Coverage:

If yes, how much was the deductable?

7. If the applicant had insurance coverage and a claim was not filed, why did the applicant not file a claim?

No, N/A

10. The situation addressed in this application first occurred: 5/15/2015

12. What other state and/or federal agencies has the city/county contacted concerning funding of this project, and what were the results?

None

13. Describe the impact of taking no action to repair the damaged facilities:

Prone to future floods which would be detrimental to the health and well being of the citizens.

ENVIRONMENTAL SPECIFIC INFORMATION

Eligible activities must be able to satisfy the environmental review requirements.

1. What is the current status of the project? ☒ Not yet begun ☐ In Progress ☐ Completed

Date of Disaster Event: 05/04/2015

2. Will the assistance requested have any negative impact(s) or effect(s) on the environment? ☐ YES ☒ NO

Note: All funded applications will have to comply with Federal regulations regarding environment clearance before funds are released.

3. Based on available information, is the proposed project likely to require an archaeological assessment for any proposed site? ☐ YES ☒ NO

4. Is the proposed site listed on the National Register of Historic Places? ☐ YES ☒ NO

5. Is the project in a designated flood hazard area? ☐ YES ☒ NO

6. Is any project site located in a known critical habitat for endangered species ☐ YES ☒ NO

7. Is any project site a known hazardous site? ☐ YES ☒ NO

DRAFT

COMMUNITY NEEDS ASSESSMENT

DRAFT

LIST OF ALL IDENTIFIED COMMUNITY NEEDS / PROBLEMS

1. Drainage Improvements
2. Street Improvements
3. Housing Improvements

HOUSING NEEDS ASSESSMENT QUESTIONNAIRE:

Describe the jurisdiction's current supply of affordable housing (Public Housing, Section 8 assisted, RHS assisted, HOME program assisted, TDHCA assisted, Local Housing Development Corp. assisted, etc.).

Describe the applicant's past efforts to increase the supply of affordable housing.

Describe any future efforts that the applicant plans to undertake to increase the supply of affordable housing.

Describe any instances where the applicant has applied for affordable housing funds and did not receive the funding.

Describe any instances, within the past five years, where the applicant has not accepted funds for affordable housing.

Describe any current and/or future planned compliance codes to mitigate hazard risks.

AFFIRMATIVELY FURTHERING FAIR HOUSING ACTIVITIES

DRAFT

Any locality receiving CDBG-DR funds must certify that it will affirmatively further fair housing. Using the below drop-down box, please identify the activities presently undertaken to affirmatively further fair housing and which new activities will be undertaken if an award is made by CDBG-DR. Localities should be aware that, in the event of funding, these fair housing efforts will be monitored. Other activities may be eligible, and the applicant should contact GLO-CDR to determine eligibility.

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing?

Activity(ies)			
	Undertaken ☐ To be Undertaken ☐	+	X
	Undertaken ☐ To be Undertaken ☐	+	X
	Undertaken ☐ To be Undertaken ☐	+	X

CITIZEN PARTICIPATION DETERMINED THE NEEDS IN THIS APPLICATION BY:

Did the applicant provide reasonable advance notice for citizen participation? ☒ Yes ☐ No

List all opportunities where citizens, especially low-to-moderate income citizens of the target area, were given to participate in the determination of these needs:

Assessment Type: Public Hearing Assessment Date: March 15, 2017

Date of resolution authorizing application submission: 11/22/2016

DESCRIPTION OF THE NEED(S) ADDRESSED IN THIS APPLICATION

Provide full and complete answers to each of the questions below. Descriptions should include the cause of the damage, current condition of the facility, and a detailed description of the project that coincides with the information contained in both Table 1 and 2.

All activities must have documented proof of an impact by the floods and storms. CDBG-DR funds must be used for disaster related expenses in the most impacted and distressed areas.

1. Describe the specific flood and storm related condition that caused direct damage:

   DR 4245 and DR 4223

2. Describe the system that was damaged and how it was damaged:

   Due to the large amount of rains and the lack of a adequate drainage systems the existing streets, culverts, swells, bar ditches, laterals and outfalls in the subdivisions and surrounding areas were affected and damaged. (Please see Final MOD pictures)

3. How does the project support housing?:

   The proposed improvements to include drainage facilities and street reconstruction will ensure that rainfall events will no longer flood the areas and neighborhoods and provide adequate access to homes and residences. Also, during events, the proposed improvements will ensure accessibility to these homes.

4. Describe the impacts on the community that resulted in direct damage:

   The primary impacts included direct damage to homes from flooding; damage to streets and drainage facilities; and damage

to property values in the surrounding areas. Families, businesses, schools, and the community at large were either directly and indirectly damaged by these events. Families were unable to enter/exit their homes during these events and afterwards because of the lack of drainage facilities to remove runoff. Flooding also affected home sanitary systems.

DRAFT

5. Describe how the proposed activities will address damage of the system affected by the floods and storms:

   The proposed construction activities are intended to completely alleviate the flooding by proposing new storm collection systems that include laterals, roadside ditches, and outfalls to the County's drainage system. Additionally the proposed activities will provide reconstruction of damaged streets and right-of-ways.

6. List materials submitted as documentation of the floods and storms related condition:

   See attached exhibit and attachments in the MOD (needs assessments report), that include reports, pictures, and descriptions of the events.

7. Describe the proposed project:

   The proposed project(s) include 12 subdivisions within the affected areas that will be improved. Construction improvements will consist of re-grading road side ditches, constructing new outfalls (closed-conduit), reconstructing streets, culverts, and other related storm collection system components. These improvements will connect to the County's drainage system.

LONG-TERM PLANNING

Applicants must develop their community recovery projects in a manner that considers an integrated approach to housing, Fair Housing obligations, infrastructure, economic revitalization, and overall community recovery. Applicants must also document how the use of these funds will address long-term recovery.

1. Provide a brief description of how the projects addressed in this application form part of an integrated approach to recovery.

   These projects will provide much needed storm runoff relief by providing facilities to remove flooding within the new collection system. These system will connect to the County's drainage facilities. Once installed, these improvements will ensure that future flooding events will not result in similar conditions.

PROJECT SUMMARY

DRAFT

The Project Summary consists of 4 parts **for each target area and/or activity**: 1) Summarize Problem(s) and 2) Location and acquisition 3) Detailed Actions to address Problems and 4) Disclosure on non-CDBG-DR funds.

1. Summarize the problem(s) to be addressed within the application by target area.

Specifically, this project will result in the construction of new storm collection facilities, reconstructed streets and culverts that will then convey storm runoff from the affected areas and into the County's drainage systems.

2. Identify the location of each activity/target area and any acquisition activity.

The spelling and capitalization of the Target Area name(s) listed here must match Table 1. e.g. "Green Acres" should not appear elsewhere as "green acres subdivision".

Project Title/Target Area		
Hidalgo County Precinct 4 (12 subdivisions)....		
Activity		
5 Flood and Drainage Facilities		
On:	**From:**	**To:**

-OR-

Provide a brief description of the location of the activity/target area.

-OR-

Provide physical address if possible.

Latitude	Longitude

Is a map of the service area and location of project attached? ☐ Yes ☐ No

Has acquisition of the project site(s) been completed, in progress or will need to be acquired? ☐ Yes ☐ No

3. Identify the action(s) to resolve the problem(s) and their anticipated outcomes. Include specific materials and quantities.

4. Disclose source(s) and use(s) of non-CDBG-DR funds:

Source of Funds	Amount	Use of Funds	+
			x

ADDITIONAL PROJECT INFORMATION

1. Are there any persons with a reportable financial interest to disclose? ☐ Yes ☐ No

PROJECT SCHEDULE

DRAFT

Enter the projected length in months of each phase below. If a phase is not applicable, enter "0" in the field. Most projects should be completed in 24 months, once the project contract between the applicant and the GLO is executed.

Professional Procurement	1
Environmental Review	3
Acquisition	0
Engineering Design	3
Construction	15
Closeout Completion	2
Extended Activity	3

If the proposed project requires a schedule longer than 24 months, justification must be provided:

Not applicable.

TABLE 1 Complete a separate table for each activity or target area.

Identify the target area for this project. Only one Table 1 is needed if the same target area, beneficiaries, and national objective apply. If any of these are different, add a new Table 1. Refer to the Application Guide for instructions.

Project Title/Target Area: _____ Construction Completion Type:

Activity Description	Act #	Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	Other Construction	Other Engineering	Other Acquisition	Activity Total
		0	0	0.00%	0	0	0	0	0	0	0
ACTIVITY TOTALS:		0	0	0.00%	0	0	0	0	0	0	0

Race	# Non-Hispanic Beneficiaries	# Hispanic Beneficiaries	Total Activity Beneficiaries
	0	0	0
TOTALS:	0	0	0

Gender	Total Males	Total Females	Total Benes
	0	0	0

REQUIRED - Census Geographic Area Data Identify the census tract and block group(s) in which the project will take place										County Code 215
Census Tract (6-digit)	01 ☐	02 ☐	03 ☐	04 ☐	05 ☐	06 ☐	07 ☐	08 ☐	09 ☐	10 ☐

- ☐ City-wide Benefit
- ☐ County-wide Benefit
- ☐ Area Benefit
- ☐ Direct Benefit

Beneficiary Identification Method(s)

- ☐ An approved TxCDBG survey was used to identify the beneficiaries for this activity.
- ☐ 2016 HUD LMISD information was used to identify the beneficiaries for this activity

DRAFT

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Project Title/Target Area:

Activity Description	Act #	Materials/Facilities/Services	$/Unit	Unit	Quantity	Construction	Acquisition	Total
			$0.00		0	$0	$0	$0
						$0	**$0**	**$0**

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

2. Identify and explain any special engineering activities.

Seal

Signature of Registered Engineer/Architect Responsible For Budget Justification: **Date:** **Phone Number**

DRAFT

NATIONAL PROGRAM OBJECTIVES

DRAFT

- [ ] 1. Activities benefiting low-to-moderate income persons.
- [ ] 2. Prevention/ Elimination of Slums or Blight.
- [ ] 3. Urgent Needs

Justification of Beneficiary Identification Method:

ANTICIPATED OBJECTIVES AND OUTCOMES

ACTIVITY	ANTICIPATED OBJECTIVE	ANTICIPATED OUTCOME

ANTICIPATED OUTCOME UNITS

- [ ] Infrastructure / Public Facilities Improvement Project?
- [ ] Services?
- [ ] Planning Activity?

ADDITIONAL ACTIVITY INFORMATION

- [ ] One-for-One Replacement
- [ ] Revolving Fund
- [ ] Brownfield Activity
- [ ] Presidentially Declared Disaster Area
- [ ] Activity includes multi-unit housing
- [ ] Special Assessment
- [ ] Favored Activity
- [ ] Colonia
- [ ] Activity involves rental housing
- [ ] Float Funded Activity
- [ ] Historic Preservation Area
- [ ] Displacement

AI-59083 **Urban County** **14. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Hidalgo is requesting approval of a best and final negotiated contract for Professional Engineering Services with Javier Hinojosa Engineering, in the amount of $49,515.00 utilizing CDBG FY 29 (2016) Parks, Recreational Facility Improvement funds.

2. Approval of Work Authorization No. 1 for Javier Hinojosa Engineering, Inc. in the amount of $49,515.00.

BACKGROUND

On September 20, 2016, Commissioner's Court approved authorization for contract negotiations with Javier Hinojosa Engineering for Professional Engineer Services. See attached Contract, Exhibits, Certificate of Liability Insurance and Work Authorization No. 1.

Contract Amount: $49,515.00

Available Funds: $248,975.00 2016 PARKS, RECREATIONAL FACILITY IMP.

Approved as to form
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: March 20, 2017

Fiscal Impact

Attachments

Form 1295 & Insurance Javier Hinojosa Engineering

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 09:32 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Olga Lerma Started On: 03/22/2017 08:19 AM

Final Approval Date: 03/31/2017

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:
2017-179787

Date Filed:
03/17/2017

Date Acknowledged:
03/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Javier Hinojosa Engineering
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 - 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 services, goods, or other property to be provided under the contract.

5016-35-0306-5000-3500-UCP-GVG
2016 Hidalgo Parks, Recreational Facility Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Javier, Hinojosa	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.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-179787

Date Filed:
03/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Javier Hinojosa Engineering
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 - 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 services, goods, or other property to be provided under the contract.
5016-35-0306-5000-3500-UCP-GVG
2016 Hidalgo Parks, Recreational Facility Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Javier, Hinojosa	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N YBARRA
Notary ID # 11903480
My Commission Expires
March 23, 2020

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 Javier Hinojosa, this the 17th day of March, 20 17, to certify which, witness my hand and seal of office.

Claudia N. Ybarra — Signature of officer administering oath
Claudia N. Ybarra — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Policy Number:

Date Entered3/17/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2017

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 have ADDITIONAL INSURED provisions or 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
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524
E-MAIL ADDRESS: davisinsuranceagency@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MID-CENTURY INSURANCE COMPANY	
INSURER B : FARMERS INSURANCE EXCHANGE	
INSURER C : FARMERS INSURANCE EXCHANGE	
INSURER D : Arognaut Insurance Company	
INSURER E :	
INSURER F :	

INSURED JAVIER HINOJOSA ENGINEERING
416 E DOVE
MCALLEN, TX 78504

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	605021032	6/28/2016	06/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	069398805	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2016	12/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability	X		IAE12530-0	12/4/2016	12/4/2017	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County-Urban County Program:
shall be named as additional insued on all Commercial General Liability Policies

Scheduled autos: Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
Vehicle 1-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER

HIDALGO COUNTY-URBAN COUNTY PROGRAM
ATTN: PURCHASING DEPT.
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX. 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software. www.FormsBoss.com; Impressive Publishing 800-208-1977

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:
2017-179787

Date Filed:
03/17/2017

Date Acknowledged:
03/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Javier Hinojosa Engineering
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 - 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 services, goods, or other property to be provided under the contract.

5016-35-0306-5000-3500-UCP-GVG
2016 Hidalgo Parks, Recreational Facility Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Javier, Hinojosa	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.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-179787

Date Filed:
03/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Javier Hinojosa Engineering
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 - 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 services, goods, or other property to be provided under the contract.
5016-35-0306-5000-3500-UCP-GVG
2016 Hidalgo Parks, Recreational Facility Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Javier, Hinojosa	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

CLAUDIA N YBARRA
Notary ID # 11903480
My Commission Expires
March 23, 2020

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 Javier Hinojosa, this the 17th day of March, 20 17, 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
Claudia N. Ybarra	Claudia N. Ybarra	Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **5th day of April, 2017** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Javier Hinojosa Engineering** of McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Hidalgo - 2016 Parks, Recreational Facility Improvements Project.**

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

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **April 5, 2017,** and will expire **April 5, 2018** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

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

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared

under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

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

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Javier Hinojosa Engineering**
Attn: Javier Hinojosa, P.E.
416 E. Dove Avenue,
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: April 5, 2017.

ENGINEER:
Javier Hinojosa Engineering

By: _____

Printed Name Javier Hinojosa, P.E.

Title: Owner

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On this: July 12, 2016.

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-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

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the rehabilitation and expansion of the bathroom/concession stand facility, installation of park equipment and the installation of conventional lighting throughout the Valley Alto Park perimeter as follows:

- Review existing conditions to develop the design criteria. Record plans will be used as a guide for the analysis of the design.
- Conduct field surveys to obtain information on existing conditions and topography in the area of the proposed improvements.
- Identify utilities and other permanent improvements within the proposed construction area.
- Prepare preliminary construction plans for review by the City.
- Prepare final construction plans and specifications for the improvements that will be used for bidding purposes.
- Assist in bidding of the improvements.
- Provide periodic construction inspection services during the construction phase of the improvements. Upon completion, a final inspection will be scheduled with the City of Hidalgo. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

EXHIBIT C

-Engineer Contract Rates

LABOR CLASSIFICATION	HOURLY CONTRACT RATES:
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **professional engineering services for (Insert Project Name)**

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 "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____** .

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

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 _____.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **20**___ concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

Policy Number:

Date Entered 3/17/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2017

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 have ADDITIONAL INSURED provisions or 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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: Arognaut Insurance Company INSURER E: INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	605021032	6/28/2016	06/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	069398805	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2016	12/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability	X		IAE12530-0	12/4/2016	12/4/2017	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County-Urban County Program:

shall be named as additional insued on all Commercial General Liability Policies

Scheduled autos: Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
Vehicle 1-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER

HIDALGO COUNTY-URBAN COUNTY PROGRAM
ATTN: PURCHASING DEPT.
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX. 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software. www.FormsBoss.com; Impressive Publishing 800-208-1977

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the "**Owner**," and, **Javier Hinojosa Engineering** professional engineers of **McAllen**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **professional engineering services for Hidalgo 2016 Parks, Recreational Facility Improvements.**

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$49,515.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "A".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
This Work Authorization No. **1** shall be funded through funding source:
Account No. **5016-35-0306-5000-3500**
Purchase Order 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 scope of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court **on 5th Day of April, 2017** as indicated below and effective as of **5th Day of April 2017.**

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
On: ~~March 20, 2017~~ Apr. 13, 2017

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

Javier Hinojosa Engineering
Engineering Contract Rates
Project: 2016 Hidalgo Parks, Recreational Facility Improvements
Valle Alto Park
City of Hidalgo

Project Description: City of Hidalgo Valle Alto Park Improvements	Project Engineer	Engineer Assistant	R.P.L.S.	3 Man Survey Crew	Project Inspector	CADD/Designer	Clerical	Total Hours & Cost
Preliminary Phase	25	20	0	50	0	35	0	130
Design Phase	80	87	0	5	0	70	5	247
Construction Phase	20	20	0	20	40	0	5	105
TOTAL HOURS	125	127	0	75	40	105	10	482
RATE PER HOUR	$150.00	$95.00	$145.00	$110.00	$70.00	$70.00	$30.00	
TOTAL COST	$18,750.00	$12,065.00	$0.00	$8,250.00	$2,800.00	$7,350.00	$300.00	$49,515.00

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

RECEIVED
MAR 17 2017
Urban County Program

"EXHIBIT A"

March 17, 2017

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: 2016 Hidalgo Parks, Recreational Facility Improvements
Valle Alto Park

Dear Ms. Serna,

Our best and final offer for Engineering Service for this project is $49,515.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Guadalupe V. Garcia, Coordinator II , Urban County Program,

AI-59168 **Urban County** **14. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a program amendment for the City of Donna. The proposed amendment is for the Fiscal Year 29 (2016) Work Plan.

BACKGROUND

A Public Hearing was held on Tuesday, March 21, 2017 at 6:00 P.M. at the Donna City Hall and citizen participation requirements have been met. The City of Donna approved the amendment as proposed for funding Year 29 (2016). Funding from cancelled Public Facility Improvements will be utilized for the already approved, 2016 Fire Station Equipment Project. See attached copy of Public Hearing Notice, Sign In Sheet, City Excerpts of Meeting Minutes and Letter of request for approval from the City of Donna.

Fiscal Impact

Attachments

City of Donna Public Notice for Budget Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/29/2017 02:49 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Olga Lerma		Started On: 03/29/2017 01:49 PM
Final Approval Date: 03/31/2017		

PUBLIC HEARING NOTICE
CITY OF DONNA

Published On: FEBRUARY 15, 2017

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Donna** 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 29 (2016).**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), La Ciudad de Donna llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en la Ciudad y la modificación del Programa Urbano del Condado Hidalgo, para el año 29 (2016) de fondos.

The Public Hearing will be held on, **Tuesday, March 21, 2017 at 6:00 P.M. at the Donna City Hall located at 307 S. 12th Street, Donna, Texas 78537.**

La Audiencia Pública se llevará a cabo en, **martes, 21 de marzo año 2017 a las 6:00 P.M. en la Officina de la Ciudad de Donna ubicada en 307 S. 12th Street, Donna, Texas 78537.**

Existing Budget	**Year 29 (2016) Activities**	**Proposed Budget**
Porsupuesto Existente	***Año y Actividad***	***Porsupuesto Propuesto***
$70,000.00	Public Facilities Facilidades Publicas(-$70,000.00)	$ 0.00
$181,975.00	Fire Station Equipment (+70,000.00)	$251,975.00
$251,975.00	**TOTALS:**	**$251,975.00**

The proposed amendment will DELETE the 2016 Public Facilities and INCREASE the Fire Station Equipment line item to include the continuation of funding for the improvements to the Donna Fire Station, an already environmentally cleared project.

La enmienda propuesta ELIMINARA la instalación de 2016 para Instalaciones Públicas y AUMENTARA la línea de Equipos de Bomberos para incluir la continuación del financiamiento para las mejoras a la Estación de Bomberos de Donna, un proyecto ya ambientalmente despejado.

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: or call (956) 787-8127.
Para obtener más información, por favor venga a nuestra oficina localizada: o llame al (956) 787-8127.
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:
Mayor/Alcade: Irene Muñoz at 307 S. 12th Street, Donna, Texas 78537.

City of Donna
The Heart of the Valley

RECEIVED
MAR 29 2017
Urban County Program

STATE OF TEXAS

CERTIFICATION OF COPY
OF PUBLIC RECORD

CITY OF DONNA

Before me, the undersigned authority, personally appeared Martha Alvarado, who, being by me duly sworn deposed as follows:

My name is Martha Alvarado. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a custodian of the records of the City of Donna, Hidalgo County, Texas. Attached hereto is an excerpt of the minutes of the Donna City Council Regular Meeting held on March 21, 2017. Said minutes will be presented for approval at a future City Council Meeting.

I further certify, in the performance of the functions of my office that said document is an official record from the public office of the City Secretary, City of Donna, Hidalgo County, Texas, and is public record, kept in said office and appear of record in said office.

In witness whereof, I have hereunto set my hand and affixed the official seal of said office this the 29th day of March 2017.

CITY OF DONNA
DONNA, TEXAS

Martha Alvarado
Martha Alvarado
City Secretary

Sworn to and subscribed before me on the 29th day of March 2017.

Norma L. Yanez
Notary Public, State of Texas

My Commission Expires: 02-20-2019

NORMA L. YANEZ
MY COMMISSION EXPIRES
February 20, 2019

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

Donna City Council
March 21, 2017 Regular Meeting
Minutes Excerpt

Item #1. Public Hearing to amend 2016 CDBG Workplan; delete park project and expand fire station project budget.

Councilwoman Alvarado motioned and Councilman Sauceda seconded to open the public hearing at 6:15 pm. The motion carried unanimously.

Mike Mesa, Grant Writer, stated staff was recommending the following budget amendment to the 2016 CDBG program budget:

Year 29 (2016) PROGRAM ACTIVITY	Existing Budget	Proposed Budget
Public Facilities	$ 70,000	$ 0.00
Fire Station Equipment	$181,975	$251,975
Total:	$251,975	$251,975

Mr. Mesa stated the amendment would basically delete the public facilities line item and increase the fire station equipment line item to $251,975. With no further comments, Councilwoman Alvarado motioned and Councilman Sauceda seconded to close the public hearing. The motion carried unanimously.

After public hearing and with no additional comments, Councilwoman Alvarado motioned and Councilman Garza seconded to amend the Year 29 (2016) CDBG Program Budget as presented and recommended by staff in the public hearing. The motion carried unanimously.

CDBG PROGRAM/BUDGET AMENDMENT
PUBLIC HEARING
MARCH 21, 2017 – 6:00 P.M.

1. Mike Meza
2.
3.
4.
5.
6.
7.
8.
9.
10.

NOTES

No comments received

City of Donna
The Heart of the Valley

March 28, 2017

Guadalupe Garcia, CDBG Coordinator
Hidalgo County Urban County Program
427 E. Duranta Ave, suite 107
Alamo, TX 78516

RE: REQUEST FOR COMMISSIONER'S COURT APPROVAL

Dear Ms. Garcia,

The City of Donna has completed the required steps for amending our 2016 Workplan. Our required public hearing was held March 21, 2017 and the city entertained a 30-day comment period. No one signed up for public comments and no written comments were received. The council approved the amendment. Please place this item on the next available Commissioner's Court agenda for positive consideration of our program/budget amendment. Mr. Mike Mesa will be made available to attend the meeting. Thank you.

Sincerely,

Ernesto Silva, Interim City Manager
City of Donna

AI-59098 **Health & Human Services Dept.** **15. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - CPS/HAZARDS (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract Amendment #2016-001134-03 in the amount of $80,260.00. The purpose is to amend the budget to cover costs related to the 2017 South Texas All Hazards Hurricane Conference.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $80,260.00.
4. Requesting approval of the budget appropriation in the amount of $80,260.00 from state funds and $8,050.00 in local matching funds.

BACKGROUND

07/06/16 - AI-55218 - Acceptance of the CPS/HAZARDS FY 17 grant contract.
01/10/17 - AI-57817 - Approval to submit request for additional funds to cover costs related to the All Hazards Conference.

Fiscal Impact

FISCAL YEAR: see below **ACCT. #:** 7-1293-441-10-340-013-6-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2016
County Calendar Year 2017

Grant Amendment amount of $80,260.00 requires 10% local match ($8,026.00); however, and amount of $8,050 is included in this Amendment. Difference of $24.00 will be budgeted but will not be expended as amount of local match will be linked to 10% of actual grant expenditures. Local match was reserved during 2016 budget process; Reference attached email from budget dept for account number in which local match needed to support this amendment is located.

Attachments

Contract Amendment
Local Match
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 10:52 AM
Ivan Cantu	Ivan Cantu	03/31/2017 04:33 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/23/2017 08:37 AM
Final Approval Date: 03/31/2017		

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2016-001134-03
AMENDMENT NO. 03

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS") and **HIDALGO COUNTY** ("Contractor") parties to that certain grant contract effective July 1, 2015 and denominated HHSC Contract No. 2016-001134, as amended, now desire to further amend the Contract.

WHEREAS, the parties desire to amend the Budget to cover costs related to the 2017 South Texas All HAZARDS Hurricane Conference (STAHHC).

WHEREAS, this revision will result in an addition of **EIGHTY THOUSAND TWO HUNDRED SIXTY DOLLARS ($80,260).**

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, Total Amount, is revised to provide as follows: The total amount of the Contract will not exceed **ONE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS ($1,228,592.00).**

2. **SECTION 7** of the Contract, Statement of Work, is revised to provide as follows: The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is **$654,426.00**.

3. **BUDGET SUMMARY** of the Contract is hereby revised to add **Two Thousand Dollars ($2,000)** to the "Supply" category and **Seventy-Eight Thousand Two Hundred Sixty Dollars ($78,260)** to the "Other" category of the Budget to cover the Contractor's costs related to the 2017 South Texas All HAZARDS Hurricane Conference. Accordingly, the Parties agree to revise the Budget Summary as follows:

Budget Categories	**DSHS Funds Requested**
Personnel	$396,876.00
Fringe Benefits	$138,788.00
Travel	$10,711.00
Equipment	$0.00
Supplies	$2,947.00
Contractual	$0.00
Other	$105,104.00
Total Direct Costs	$654,426.00
Indirect Costs	$0.00

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

Totals	**$654,426.00**

4. This Amendment No. 3 shall be effective as of March 1, 2017.

5. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. 2016-001134-03

DEPARTMENT OF STATE HEALTH SERVICES	**HIDALGO COUNTY**
_____	By:_____
David Gruber	Name:_____
Associate Commissioner Division for Regional and Local Health	Title:_____
Date of Execution: _____	Date of Execution:_____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1 REVISED BUDGET SUMMARY

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

Budget Categories	**FY 17 Budget Summary**
Personnel	$439,193.00
Fringe Benefits	$153,586.00
Travel	$10,711.00
Equipment	$0.00
Supplies	$3,473.00
Contractual	$0.00
Other	$112,930.00
Sum of Direct Costs	$719,893.00
Indirect Costs	$0.00
Sum of Total Direct Costs and Indirect Costs	**$719,893.00**
Less Match (Cash or In-Kind)	$65,467.00
TOTAL	**$654,426.00**

Certificate Of Completion

Envelope Id: C748EB628C2F48989D3E850A762F85A3
Status: Sent
Subject: $80,260; DSHS Contract No. 2016-001134-03; Hidalgo County; RLHS- CPS/HAZARDS
Source Envelope:
Document Pages: 23
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Marguerite St Germain
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
marguerite.stgermain@hhsc.state.tx.us
IP Address: 167.137.1.17

Record Tracking

Status: Original
3/7/2017
Holder: Marguerite St Germain
marguerite.stgermain@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ayeola Williams Ayeola.Williams@hhsc.state.tx.us Staff Attorney, System Contracting HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/7/2017 Viewed: 3/21/2017 Signed: 3/21/2017
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/21/2017 Viewed: 3/21/2017 Signed: 3/21/2017
Honorable Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/21/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
David Gruber david.gruber@dshs.texas.gov Associate Commissioner for RLHS Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017 Viewed: 3/15/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/21/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/21/2017 Viewed: 3/21/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2017

Payment Events	Status	Timestamps

Mike Escaname

From: Damaris SanMiguel <damaris.sanmiguel@co.hidalgo.tx.us>
Sent: Wednesday, March 01, 2017 5:02 PM
To: Ivan Cantu
Cc: Mike Escaname; Deborah Fischer
Subject: Fwd: CY16 match - Health Dept.

Ivan,

Please create an agenda item to move $87,554 from fiscal year 7 to fiscal year 6 as requested below. The additional $15,000 will stay under fiscal year 7 to cover the cash match in the event that the Hazards Conference request for funding is awarded.(AI 57817)

Thank you,

Damaris SanMiguel
Director, Budget Management Division
County of Hidalgo, Texas
Department of Budget and Management
2818 S. Bus Hwy 281
Edinburg, Texas 78539
P:(956)292-7025 Ext.5410
F:(956)292-7035

From: "Mike Escaname" <miguel.escaname@hchd.org>
To: "damaris sanmiguel" <damaris.sanmiguel@co.hidalgo.tx.us>
Sent: Wednesday, March 1, 2017 4:33:45 PM
Subject: FW: CY16 match - Health Dept.

Hello Damaris:

Fyi,

From: Deborah Fischer [mailto:Deborah.Fischer@auditor.co.hidalgo.tx.us]
Sent: Wednesday, March 01, 2017 4:04 PM
To: 'Mike Escaname'
Cc: 'Minerva Diaz'
Subject: CY16 match

Good afternoon Mike,

There is some money budgeted for match amounts in calendar year 2016 and have not been used. They are as follows:

6-1293-01-000-100-7-000	$102,554.00

This money had originally been budgeted for the following:

TB – Elimination	$87,554.00
Program 047	$15,000.00

These amounts were not used because you never received the new grant for program 047 and then TB-Elimination grant was extended rather an issuing a new contract so the fiscal year did not change. We are still using fiscal year 6 for the TB-Elimination grant. There was enough budget left in fiscal year 6 to cover TB-Elimination through Dec 2016.

Please have the Budget department move the $87,554.00 to fiscal year 6 for the TB Elimination and release the $15,000.00 that was not awarded in CY2017 for program 047.

From	Amount	To	Amount
6-1293-01-000-100-7-000	$87,554.00	6-1293-01-000-100-6-000	$87,554.00

After Budget moves the money to fiscal year 6 we will carry forward the balance into CY 2017.

Thank you.

Deborah Fischer

Grants Accounting Supervisor

Hidalgo County Auditor's Office

2808 S. Bus. Hwy 281

Edinburg, TX 78539

Main: (956) 318-2511 ext 4670

Fax: (956) 292-2577

deborah.fischer@auditor.co.hidalgo.tx.us

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-013-6-XXX CPS/HAZARDS (PHEP)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
Fringes		
Travel		
Supplies		
7-1293-441-10-340-013-6-610	CPS/HAZARDS - General Supplies	$ 2,224.00
Other		
7-1293-441-10-340-013-6-320	CPS/HAZARDS - Professional	$ 82,500.00
7-1293-441-10-340-013-6-339	CPS/HAZARDS - Other Services	$ 1,936.00
7-1293-441-10-340-013-6-550	CPS/HAZARDS - Printing & Binding	$ 1,650.00
	TOTAL APPROPRIATION	$ 88,310.00
7-1293-331-12-340-013-6-010	CPS/HAZARDS - Revenue	$ 80,260.00
7-1293-391-01-013-100-6-010	Transfer In - BIO Prog 013 (**DO NOT POST**)	$ 8,050.00
7-1100-491-01-013-293-6-891	Transfers - Out - Program 013 (**DO NOT POST**)	$ 8,050.00
	TOTAL APPROPRIATION	$ 88,310.00

REASON: To appropriate the CPS/HAZARDS (PHEP) FY 17 grant Amendment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 3, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$80,260.00	Award No. 2016-001134-03
	CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

CERTIFIED BY:

Raymundo Eufracio, CPA

4/4/17
Date

THE COUNTY OF HIDALGO

AI-59098 **Health & Human Services Dept.** **19. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - CPS/HAZARDS (PHEP) (1293):
1. Requesting approval to accept the CPS/HAZARDS grant contract Amendment #2016-001134-03 in the amount of $80,260.00. The purpose is to amend the budget to cover costs related to the 2017 South Texas All Hazards Hurricane Conference.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $80,260.00.
4. Requesting approval of the budget appropriation in the amount of $80,260.00 from state funds and $8,050.00 in local matching funds.

BACKGROUND

07/06/16 - AI-55218 - Acceptance of the CPS/HAZARDS FY 17 grant contract.
01/10/17 - AI-57817 - Approval to submit request for additional funds to cover costs related to the All Hazards Conference.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-013-6-XXX

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

BUDGETARY IMPACT:

Grant Amendment amount of $80,260.00 requires 10% local match ($8,026.00); however, and amount of $8,050 is included in this Amendment. Difference of $24.00 will be budgeted but will not be expended as amount of local match will be linked to 10% of actual grant expenditures.
Local match was reserved during 2016 budget process; Reference attached email from budget dept for account number in which local match needed to support this amendment is located.

Attachments

Contract Amendment
Local Match
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 10:52 AM
Ivan Cantu		
Final Approval		
Form Started By: Mike Escaname		Started On: 03/23/2017 08:37 AM

Deborah Fischer

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, April 04, 2017 10:25 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $80,260.00 - CPS/HAZARDS (PHEP) Amendment
Attachments: All Hazards Conference Amendment Combined 032117.pdf

Minerva / Deborah:

I'd appreciate if you can arrange for a Certification of Revenue in the amount of $80,260.00 for the CPS/HAZARDS Amendment.

See attached copy of Amendment.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2016-001134-03
AMENDMENT NO. 03

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS") and **HIDALGO COUNTY** ("Contractor") parties to that certain grant contract effective July 1, 2015 and denominated HHSC Contract No. 2016-001134, as amended, now desire to further amend the Contract.

WHEREAS, the parties desire to amend the Budget to cover costs related to the 2017 South Texas All HAZARDS Hurricane Conference (STAHHC).

WHEREAS, this revision will result in an addition of **EIGHTY THOUSAND TWO HUNDRED SIXTY DOLLARS ($80,260).**

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, Total Amount, is revised to provide as follows: The total amount of the Contract will not exceed **ONE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS ($1,228,592.00).**

2. **SECTION 7** of the Contract, Statement of Work, is revised to provide as follows: The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is **$654,426.00**.

3. **BUDGET SUMMARY** of the Contract is hereby revised to add **Two Thousand Dollars ($2,000)** to the "Supply" category and **Seventy-Eight Thousand Two Hundred Sixty Dollars ($78,260)** to the "Other" category of the Budget to cover the Contractor's costs related to the 2017 South Texas All HAZARDS Hurricane Conference. Accordingly, the Parties agree to revise the Budget Summary as follows:

Budget Categories	**DSHS Funds Requested**
Personnel	$396,876.00
Fringe Benefits	$138,788.00
Travel	$10,711.00
Equipment	$0.00
Supplies	$2,947.00
Contractual	$0.00
Other	$105,104.00
Total Direct Costs	$654,426.00
Indirect Costs	$0.00

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

Totals	**$654,426.00**

4. This Amendment No. 3 shall be effective as of March 1, 2017.

5. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. 2016-001134-03

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
_____	By: _____
David Gruber	Name: _____
Associate Commissioner Division for Regional and Local Health	Title: _____
Date of Execution: _____	Date of Execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1 REVISED BUDGET SUMMARY

DocuSign Envelope ID: C748EB62-8C2F-4898-9D3E-850A762F85A3

Budget Categories	FY 17 Budget Summary
Personnel	$439,193.00
Fringe Benefits	$153,586.00
Travel	$10,711.00
Equipment	$0.00
Supplies	$3,473.00
Contractual	$0.00
Other	$112,930.00
Sum of Direct Costs	$719,893.00
Indirect Costs	$0.00
Sum of Total Direct Costs and Indirect Costs	**$719,893.00**
Less Match (Cash or In-Kind)	$65,467.00
TOTAL	**$654,426.00**

DocuSign SECURED

Certificate Of Completion

Envelope Id: C748EB628C2F48989D3E850A762F85A3
Status: Sent
Subject: $80,260; DSHS Contract No. 2016-001134-03; Hidalgo County; RLHS- CPS/HAZARDS
Source Envelope:
Document Pages: 23
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Marguerite St Germain
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
marguerite.stgermain@hhsc.state.tx.us
IP Address: 167.137.1.17

Record Tracking

Status: Original
3/7/2017
Holder: Marguerite St Germain
marguerite.stgermain@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ayeola Williams Ayeola.Williams@hhsc.state.tx.us Staff Attorney, System Contracting HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 160.42.85.9	Sent: 3/7/2017 Viewed: 3/21/2017 Signed: 3/21/2017
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 160.42.85.9	Sent: 3/21/2017 Viewed: 3/21/2017 Signed: 3/21/2017
Honorable Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/21/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
David Gruber david.gruber@dshs.texas.gov Associate Commissioner for RLHS Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017 Viewed: 3/15/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/7/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID	COPIED	Sent: 3/21/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/21/2017 Viewed: 3/21/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2017

Payment Events	Status	Timestamps

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-013-6-XXX CPS/HAZARDS (PHEP)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
Fringes		
Travel		
Supplies		
7-1293-441-10-340-013-6-310	CPS/HAZARDS - General Supplies	$ 2,224.00
Other		
7-1293-441-10-340-013-6-320	CPS/HAZARDS - Professional	$ 82,500.00
7-1293-441-10-340-013-6-339	CPS/HAZARDS - Other Services	$ 1,936.00
7-1293-441-10-340-013-6-550	CPS/HAZARDS - Printing & Binding	$ 1,650.00
	TOTAL APPROPRIATION	$ 88,310.00
7-1293-331-12-340-013-6-010	CPS/HAZARDS - Revenue	$ 80,260.00
	TOTAL APPROPRIATION	$ 88,310.00

REASON: To appropriate the CPS/HAZARDS (PHEP) FY 17 grant Amendment

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

Mike Escaname

From: Damaris SanMiguel <damaris.sanmiguel@co.hidalgo.tx.us>
Sent: Wednesday, March 01, 2017 5:02 PM
To: Ivan Cantu
Cc: Mike Escaname; Deborah Fischer
Subject: Fwd: CY16 match - Health Dept.

Ivan,

Please create an agenda item to move $87,554 from fiscal year 7 to fiscal year 6 as requested below. The additional $15,000 will stay under fiscal year 7 to cover the cash match in the event that the Hazards Conference request for funding is awarded.(AI 57817)

Thank you,

Damaris SanMiguel
Director, Budget Management Division
County of Hidalgo, Texas
Department of Budget and Management
2818 S. Bus Hwy 281
Edinburg, Texas 78539
P:(956)292-7025 Ext.5410
F:(956)292-7035

From: "Mike Escaname" <miguel.escaname@hchd.org>
To: "damaris sanmiguel" <damaris.sanmiguel@co.hidalgo.tx.us>
Sent: Wednesday, March 1, 2017 4:33:45 PM
Subject: FW: CY16 match - Health Dept.

Hello Damaris:

Fyi.

From: Deborah Fischer [mailto:Deborah.Fischer@auditor.co.hidalgo.tx.us]
Sent: Wednesday, March 01, 2017 4:04 PM
To: 'Mike Escaname'
Cc: 'Minerva Diaz'
Subject: CY16 match

Good afternoon Mike.

There is some money budgeted for match amounts in calendar year 2016 and have not been used. They are as follows:

6-1293-01-000-100-7-000	$102,554.00

This money had originally been budgeted for the following:

TB – Elimination	$87,554.00
Program 047	$15,000.00

These amounts were not used because you never received the new grant for program 047 and then TB-Elimination grant was extended rather an issuing a new contract so the fiscal year did not change. We are still using fiscal year 6 for the TB-Elimination grant. There was enough budget left in fiscal year 6 to cover TB-Elimination through Dec 2016.

Please have the Budget department move the $87,554.00 to fiscal year 6 for the TB Elimination and release the $15,000.00 that was not awarded in CY2017 for program 047.

From	Amount	To	Amount
6-1293-01-000-100-7-000	$87,554.00	6-1293-01-000-100-6-000	$87,554.00

After Budget moves the money to fiscal year 6 we will carry forward the balance into CY 2017.

Thank you.

Deborah Fischer

Grants Accounting Supervisor

Hidalgo County Auditor's Office

2808 S. Bus. Hwy 281

Edinburg, TX 78539

Main: (956) 318-2511 ext 4670

Fax: (956) 292-2577

deborah.fischer@auditor.co.hidalgo.tx.us

AI-59119 **Health & Human Services Dept.** **15. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - T.B. Control (1293)/Health Clinics (1100):
1. Requesting approval to accept the TB/PC State grant contract #537-18-0038-00001 in the amount of $605,561.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to e-sign the TB/PC State contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	340-008	G004	Billing Specialist II	$25,659.00	$0.00
	340-003	A139		$0.00	$0.00
Salary Adjustment (Decrease)	340-008	G012	Clerk III	$26,794.00	$25,462.00

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

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

BACKGROUND

01/10/2017 - AI-57865 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1293-441-00-340-008-8-XXX

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

BUDGETARY IMPACT:

Requires a 20% local match.
Local match $112,112.00 was reserved during 2017 budget process; Reference account 7-1293-391-01-000-100-8-000

County Calendar Year: 2017
Grant Fiscal Year: 2018

FISCAL YEAR: see below **ACCT. #:** 7-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Deletion of allowance slot; no budgetary impact.

Attachments

State Contract
Appropriation
Salaries & Fringes Projection
Cert of Rev
Fiscal Note
PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 04:24 PM
Ivan Cantu	Ivan Cantu	03/27/2017 10:23 AM
Human Resources	Diana Munoz	03/28/2017 04:46 PM
Ivan Cantu	Ivan Cantu	03/28/2017 04:54 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/24/2017 04:07 PM
Final Approval Date: 03/31/2017		

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0038-00001
UNDER THE
TUBERCULOSIS PREVENTION AND CONTROL - STATE (TB/PC-STATE)
GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency") and Hidalgo County ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for TB/PC-State (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 771, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapters 531, subchapter D.

II. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **SIX HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS ($605,561.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, Texas 78756

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

Grantee
Hidalgo County
Attention: County Judge Ramon Garcia
1304 S. 25th Avenue
Edinburg, Texas 78542

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Attention: County Judge Ramon Garcia
1304 S. 25th Avenue
Edinburg, Texas 78542

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0038-00001

DEPARTMENT OF STATE HEALTH SERVICES	**GRANTEE**
_____	_____
Janna Zumbrun, MSSW	Name: _____
Associate Commissioner	Title: _____
Disease Control and Prevention	
Date of execution: _____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0038-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT C - UNIFORM TERMS AND CONDITIONS
ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT E - DATA USAGE AGREEMENT
ATTACHMENT F - NON-EXCLUSIVE LIST OF APPLICABLE LAWS

ATTACHMENTS FOLLOW

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Establish parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.

B. Comply with all applicable federal and state statutes and regulations, policies and guidelines as revised.

C. Comply the most current version of the Tuberculosis Work Plan located at: http://www.dshs.texas.gov/idcu/disease/tb/policies/.

D. Provide a match of no less than 20% of the total budget reflected in the Contract.

E. Provide match at the required percentage or Department of State Health Services (DSHS) my withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

F. Ensure no DSHS funds or matching funds are used for:

1. Entertainment
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds.

G. Not lapse more than 5% of the total funded amount of the contract.

H. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.

I. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

J. Agree to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract located at: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

K. Use DSHS designed data systems available for local entry, all collected TB information shall be entered into designated state TB information system, including all data fields on the RVCT, TB340, any laboratory results received locally and any additional clinical information according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ATTACHMENT A
STATEMENT OF WORK

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants /forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

Attachment B

Contract No. 537-18-0038-00001

Categorical Budget:

PERSONNEL	$431,735.00
FRINGE BENEFITS	$158,490.00
TRAVEL	$3,500.00
EQUIPMENT	$0.00
SUPPLIES	$8,336.00
CONTRACTUAL	$0.00
OTHER	$3,500.00
TOTAL DIRECT CHARGES	$605,561.00
INDIRECT CHARGES	$0.00
TOTAL	$605,561.00
Match	$121,112.00
Program Income	$13,600.00

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

SUPPLEMENTAL CONDITIONS

There are no special conditions applicable to this Contract.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.06 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and
i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.78 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client.

SECTION 1.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.10 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.11 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.12 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.13 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

    The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

    This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

    Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.14 CHILD ABUSE REPORTING REQUIREMENT

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.15 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES ("HHS"), and HIDALGO COUNTY, a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 537-18-0038-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____, 201__.	**DATE:** _____, 201__

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ATTACHMENT F
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
   1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
   2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
   3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
   4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
   5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
   6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
   7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
   8. Tex. Labor Code Chapter 21;
   9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
   10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
   11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
   12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
   13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
   14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;

c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;

d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;

e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;

f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;

g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;

h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;

i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;

j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;

k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;

l. Environmental standards pursuant to the following:

DocuSign Envelope ID: CFEFCFE0-829D-4256-A525-CAB390BBD997

ATTACHMENT F
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"
2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg.26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex.Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Certificate Of Completion

Envelope Id: CFEFCFE0829D4256A525CAB390BBD997
Status: Sent
Subject: $605,561; DSHS Contract No. 537-18-0038-00001; Hidalgo Co; DCPS - TB/PC-State corrected
Source Envelope:
Document Pages: 57
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Marguerite St Germain
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
marguerite.stgermain@hhsc.state.tx.us
IP Address: 167.137.1.17

Record Tracking

Status: Original
3/10/2017
Holder: Marguerite St Germain
marguerite.stgermain@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/10/2017 Viewed: 3/10/2017 Signed: 3/10/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.16	Sent: 3/10/2017 Viewed: 3/24/2017 Signed: 3/24/2017
Honorable Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/24/2017 Viewed: 3/24/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lillie Powell lillie.powell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017 Viewed: 3/14/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/24/2017 Viewed: 3/24/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2017

Payment Events	Status	Timestamps

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-008-8-XXX T. B. Control (State)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-008-8-113	T.B. CONTROL-REG F/T EMPLOYEES	$ 520,315.00
Fringes		
7-1293-441-00-340-008-8-211	T.B. CONTROL-HEALTH INSURANCE	$ 80,899.00
7-1293-441-00-340-008-8-212	T.B. CONTROL-LIFE INSURANCE	$ 538.00
7-1293-441-00-340-008-8-220	T.B. CONTROL-FICA	$ 39,802.00
7-1293-441-00-340-008-8-230	T.B. CONTROL-RETIREMENT	$ 59,675.00
7-1293-441-00-340-008-8-250	T.B. CONTROL-UNEMPLOYMENT INSURANCE	$ 5,203.00
7-1293-441-00-340-008-8-260	T.B. CONTROL-WORKERS INSURANCE	$ 4,891.00
Travel		
7-1293-441-00-340-008-8-581	T.B. CONTROL-TRAVEL IN COUNTY	$ 1,309.00
7-1293-441-00-340-008-8-583	T.B. CONTROL-TRAVEL OUT OF COUNTY	$ 2,191.00
Supplies		
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	$ 8,350.00
Other		
7-1293-441-00-340-008-8-339	T.B. CONTROL-OTHER PROF SRV	$ 3,500.00
	TOTAL APPROPRIATION	$ 726,673.00
7-1293-334-10-340-008-8-000	T.B. CONTROL - REVENUE	$ 605,561.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award allocation for the period of 09/01/2017 through 08/31/2018. (Includes the Local Match for the same period)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-008-8-XXX T.B. Control (State) Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
Fringes		
Travel		
Supplies		
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	$ 11,500.00
7-1293-441-00-340-008-8-660	T.B. CONTROL-FURN & EQUIP CNTRLD	$ 2,000.00
Other		
7-1293-441-00-340-008-8-339	T.B. CONTROL-OTHER PROF SRV	$ 500.00
7-1293-441-00-340-008-8-550	T.B. CONTROL-PRINTING & BINDING	$ 5,000.00
7-1293-441-00-340-008-8-584	T.B. CONTROL-REGISTRATION FEES	$ 1,000.00
	TOTAL APPROPRIATION	$ 20,000.00
7-1293-345-40-340-008-8-000	T.B. CONTROL- PROGRAM INCOME	$ 20,000.00
	TOTAL APPROPRIATION	$ 20,000.00

REASON: To appropriate the projected program income funds for the T.B. Control program period of 09/01/2017 through 08/31/2018.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB CONTROL FY 18 (STATE)
Grant Application
Salary Budget
09/01/2017 - 08/31/2018
For Budget Purposes Only

T.B. Control FY 18 (program 008)

													Hourly Rate				2017	2018				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 3% COLA	2017 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 09/01/17 - 12/31/17	Salary Amount from 01/01/18 - 08/31/18	Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.0094%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001			Licensed Vocational Nurse III	49,594.00	51,081.82	49,594.00	1,874.00	10,252.00	37,468.00	38,592.04	0.24	0.76	23.8433	24.5586	688	1,392	16,404.17	34,185.53	50,589.69	4,215.81	38,448.17	2,941.29	4,410.01	384.48	361.41	4,788.00	33.11	12,918.29	51,366.46
G002			Outreach Specialist I	27,825.00	28,659.75	27,825.00	1,237.00	1,835.00	24,753.00	25,495.59	0.11	0.89	13.3774	13.7787	688	1,392	9,203.65	19,179.99	28,383.64	2,365.30	25,261.44	1,932.50	2,897.49	252.61	237.46	5,607.00	38.77	10,965.83	36,227.27
G004		Vacant (To Be Deleted)	Billing Specialist II		-		-	-		-	-	-	-	-	688	1,392	-	-	-	-	-	0.00	0.00	0.00	0.00	-	-	0.00	-
G005			Billing Specialist II	25,659.00	26,428.77	25,659.00	-	-	25,659.00	26,428.77	-	1.00	12.3361	12.7061	688	1,392	8,487.21	17,686.95	26,174.15	2,181.18	26,174.15	2,002.32	3,002.18	261.74	246.04	6,300.00	43.56	11,855.84	38,029.99
G006			TB Program Manager	72,870.00	75,056.10	72,870.00	-	-	72,870.00	75,056.10	-	1.00	35.0337	36.0847	688	1,392	24,103.15	50,229.85	74,333.01	6,194.42	74,333.01	5,686.48	8,526.00	743.33	698.73	6,300.00	43.56	21,998.09	96,331.10
G008			TB Registered Nurse	62,475.00	64,349.25	62,475.00	-	-	62,475.00	64,349.25	-	1.00	30.0361	30.9371	688	1,392	20,664.81	43,064.50	63,729.31	5,310.78	63,729.31	4,875.29	7,309.75	637.29	599.06	6,300.00	43.56	19,764.95	83,494.26
G009			Clerk III	27,120.00	27,933.60	27,120.00	-	-	27,120.00	27,933.60	-	1.00	13.0385	13.4296	688	1,392	8,970.46	18,694.02	27,664.49	2,305.37	27,664.49	2,116.33	3,173.12	276.64	260.05	6,300.00	43.56	12,169.70	39,834.19
G010			Limited Medical Radiologic Technologist	36,453.00	37,546.59	36,453.00	-	-	36,453.00	37,546.59	-	1.00	17.5255	18.0512	688	1,392	12,057.53	25,127.33	37,184.86	3,098.74	37,184.86	2,844.64	4,265.10	371.85	349.54	6,300.00	43.56	14,174.69	51,359.55
G011			Licensed Vocational Nurse III	49,593.00	51,080.79	49,593.00	-	-	49,593.00	51,080.79	-	1.00	23.8428	24.5581	688	1,392	16,403.84	34,184.84	50,588.67	4,215.72	50,588.67	3,870.03	5,802.52	505.89	475.53	6,300.00	43.56	16,997.53	67,586.20
G012			Clerk III	25,462.00	26,225.86	25,462.00			25,462.00	26,225.86		1.00	12.2413	12.6086	688	1,392	8,422.05	17,551.15	25,973.20	2,164.43	25,973.20	1,986.95	2,979.13	259.73	244.15	6,300.00	43.56	11,813.52	37,786.72
G013			TB Outreach Worker / Medical Assistant	30,546.00	31,462.38	30,546.00	-	-	30,546.00	31,462.38	-	1.00	14.6856	15.1261	688	1,392	10,103.68	21,055.59	31,159.27	2,596.61	31,159.27	2,383.68	3,573.97	311.59	292.90	6,300.00	43.56	12,905.70	44,064.97
G014			TB Outreach Worker / Medical Assistant	30,546.00	31,462.38	30,546.00	-	-	30,546.00	31,462.38	-	1.00	14.6856	15.1261	688	1,392	10,103.68	21,055.59	31,159.27	2,596.61	31,159.27	2,383.68	3,573.97	311.59	292.90	6,300.00	43.56	12,905.70	44,064.97
				438,143.00	**451,287.29**	**438,143.00**	**3,111.00**	**12,087.00**	**422,945.00**	**435,633.35**							**144,924.22**	**302,015.34**	**446,939.56**	**37,244.97**	**431,675.84**	**33,023.20**	**49,513.22**	**4,316.76**	**4,057.75**	**67,095.00**	**463.92**	**158,469.85**	**590,145.69**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 01/13/2017.
2 A 3% cost of living increase is budgeted from 01/01/18 to 08/31/19. (pending CC approval)
3 2017 fringe benefit rates are used as this is the latest information available at the time this schedule was prepared.
4 Actual work hours in grant period used which total to 2,080 for FY 18 and 2,080 for FY 19.
5 Health Insurance is $525 / month per employee; ($525 * 12 months = $6,300 per grant period per employee). (Prorated for employees that are paid, in part, with general fund)
6 Life Insurance is $43.56 per year, per employee.

Prepared by Mike Escaname
HCHHSD
01/13/2017

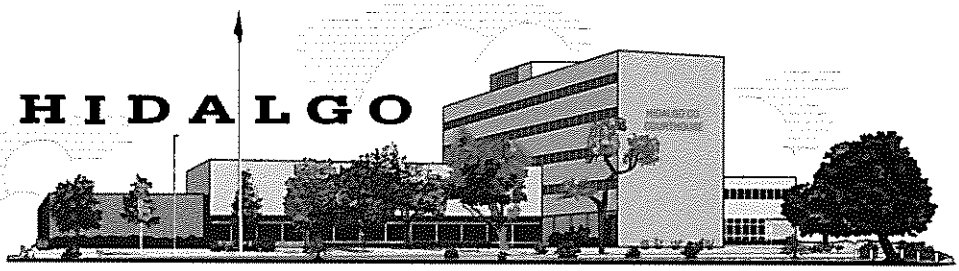
LOCAL MATCH ($121,112.00) Required

							Local Match						Hourly Rate				2017	2018	Local Match			Local Match Fringes								
																						Fringes				Insurance				
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 3% COLA	2017 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 09/01/17 - 12/31/17	Salary Amount from 01/01/18 - 08/31/18	Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001			Licensed Vocational Nurse III	49,594.00	51,081.82	49,594.00	1,874.00	10,252.00	37,468.00	38,592.04	0.24	0.76	23.8433	24.5586	688	1,392	16,404.17	34,185.53	12,126.00	4,256.82	9,215.76	927.64	1,390.85	121.26	113.98	1,540.38	10.65	4,104.77	16,230.77
G002			Outreach Specialist I	27,825.00	28,659.75	27,825.00	1,237.00	1,835.00	24,753.00	25,495.59	0.11	0.89	13.3774	13.7787	688	1,392	9,203.65	19,179.99	3,072.00	2,388.31	2,734.08	235.01	352.36	30.72	28.88	695.55	4.81	1,347.32	4,419.32
0125			Registered Nurse V	67,472.00	69,496.16	67,472.00	1,879.00	65,593.00	-	-	0.71	-	32.4385	33.4116	2,080	0	47,905.12	-	47,905.12	5,791.35	-	3,664.74	7,739.04	674.72	634.24	4,473.00	30.93	17,216.67	65,121.79
0029			TB Record Manager	40,747.00	41,969.41	40,747.00	-	40,747.00	-	-	0.63	-	19.5899	20.1776	2,080		25,670.61	-	25,670.61	3,497.45	-	1,963.80	4,673.68	407.47	383.02	3,969.00	27.44	11,424.41	37,095.02
					-					-																			
				185,638.00	**191,207.14**	**185,638.00**	**4,990.00**	**118,427.00**	**62,221.00**								**99,183.55**	**53,365.51**	**88,773.73**	**15,933.93**	**11,949.84**	**6,791.19**	**14,155.93**	**1,234.17**	**1,160.12**	**10,677.93**	**73.83**	**34,093.17**	**122,866.90**

88,773.73
34,093.17
122,866.90

Prepared by Mike Escaname
HCHHSD
01/13/2017

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 6, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$605,561.00	Award No. 537-18-0038-00001 TB/PC Tuberculosis Prevention and Control-State

CERTIFIED BY:

Raymundo Eufracio, CPA

3/6/17
Date

HIDALGO COUNTY DISTRICT JUDGES

LOIS 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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON JR. JUDGE 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

March 6, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $20,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY18 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$20,000.00	Award No. 537-18-0038-00001 TB/PC Tuberculosis Prevention and Control-State

CERTIFIED BY:

Raymundo Eufracio, CPA — 3/6/17 Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J.P. "BOBBY" FLORES JUDGE, 139TH D.C. | NORA 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. | L. "REMO" VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-58780 **Health & Human Services Dept.** **19. B.**

CC - REGULAR

Meeting Date: 03/07/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Department - T.B. Control (1293):
1. Requesting approval to accept the TB/PC State grant contract #537-18-0038-00001 in the amount of $605,561.00 for the period of 09/01/2017 to 08/31/2018.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $112,112.00 in local matching funds.
5. Discussion consideration and approval to delete one Full-time Billing Specialist II, Slot# G004, Account no. 340-008-6,at $25,659.00 budgeted salary.
5. Requesting approval to revise salary schedule in accordance with Commissioners Court action.

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $20,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $20,000.00.

BACKGROUND

01/10/2017 - AI-57865 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-008-8-XXX

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

BUDGETARY IMPACT:

Requires 20% local match.
Local match $121,112.00 was reserved during 2017 budget process; Reference account #7-1100-491-01-000-293-7

Attachments

Grant Award

Match
Budget Appropriation
Salary Schedule
PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2017 01:46 PM
Human Resources	Diana Munoz	03/02/2017 04:45 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 03/02/2017 08:54 AM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Wednesday, March 01, 2017 5:16 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - TB / PC State FY 18 Grant Contract
Attachments: 537-18-0038-00001 TB PC State FY 18.pdf; TB State FY 18 Program Income.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue prepared for the TB/PC STATE FY 18 award, attached.

Grant award = $605,561.00
Program Income = $ 20,000.00

We will present this to CC next Tuesday, 03/07/17.

Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

HEALTH DEPARTMENT GRANTS

		2017 Adopted Budget	2018 Budget Request
Estimated Revenues and Other Financing Sources			
Interfund Transfers In			
[illegible]	TRANSFERS IN-GENERAL FUND	[illegible]	[illegible]
[illegible]	TRANSFERS IN-GENERAL FUND	[illegible]	[illegible]
	Total Interfund Transfers In	[illegible]	[illegible]
	Total Estimated Revenues and Other Financing Sources	[illegible]	[illegible]

GENERAL FUND

		2017 Adopted Budget	2017 Budget Request
100-491-01-000-282-0	TRANSFERS OUT-PUBLIC DEFENDERS	$0.00	$0.00
100-491-01-000-283-0	TRANSFERS OUT-HAZARD MITIGATION	$0.00	$0.00
100-491-01-000-284-0	TRANSFERS OUT-COPS UNIVERSAL HIRING	$0.00	$0.00
100-491-01-000-285-0	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$0.00	$0.00
100-491-01-000-285-7	TRANSFERS OUT-STOP TRUANCY CONST PCT3	$88,537.00	$88,537.00
100-491-01-000-286-0	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
100-491-01-000-286-5	TRF OUT-S.T.A.R. PRJ JUV PROB	$0.00	$0.00
100-491-01-000-286-6	TRF OUT-S.T.A.R. PRJ JUV PROB	$2,516.00	$2,516.00
100-491-01-000-293-0	TRF OUT-BIO EWIDS/EPA	$0.00	$0.00
100-491-01-000-293-6	TRF OUT-BIO EWIDS/EPA	$30,460.00	$30,460.00
100-491-01-000-293-7	TRF OUT-BIO EWIDS/EPA	$281,083.00	$281,083.00
100-491-01-000-295-0	TRANSFERS OUT-JUV BOOT CAMP	$0.00	$[illegible]
100-491-01-000-301-0	TRANSFERS OUT-CAPITAL OUTLAY	$0.00	$0.00
100-491-01-000-315-0	TRANSFERS OUT-TxDOT PROJECTS	$0.00	$0.00
100-491-01-000-401-0	TRANSFERS OUT-TAX NOTES, 2014	$0.00	$0.00
100-491-01-000-444-0	TRANSFERS OUT REF BONDS 2014B	$0.00	$0.00
100-491-01-000-445-0	TRANSFERS OUT-CO2014	$0.00	$0.00
100-491-01-000-446-0	TRANSFERS OUT-REF BONDS 2014	$0.00	$0.00
	Total Interfund Transfer Out	$9,174,349.00	$[illegible]
	Total Appropriations and Other Financing Uses	$194,[illegible]	[illegible]

TRF OUT-BIO/EWIDS/EPA

1100-491-01-000-293

Object #	Object Code Description	2016 Original Budget	2017 Budget Request	2017 Adopted Budget
991	INTERFUND TRANSFERS OUT	$30,460.00	$30,460.00	$30,460.00
991	INTERFUND TRANSFERS OUT	$281,083.00	$281,083.00	$281,083.00
	TOTALS	$311,543.00	$311,543.00	$311,543.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$311,543.00	$311,543.00	$311,543.00

DATE: March 7, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-008-8-XXX T. B. Control (State)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-008-8-113	T.B. CONTROL-REG F/T EMPLOYEES	$ 520,315.00
Fringes		
7-1293-441-00-340-008-8-211	T.B. CONTROL-HEALTH INSURANCE	$ 80,899.00
7-1293-441-00-340-008-8-212	T.B. CONTROL-LIFE INSURANCE	$ 538.00
7-1293-441-00-340-008-8-220	T.B. CONTROL-FICA	$ 39,802.00
7-1293-441-00-340-008-8-230	T.B. CONTROL-RETIREMENT	$ 59,675.00
7-1293-441-00-340-008-8-250	T.B. CONTROL-UNEMPLOYMENT INSURANCE	$ 5,203.00
7-1293-441-00-340-008-8-260	T.B. CONTROL-WORKERS INSURANCE	$ 4,891.00
Travel		
7-1293-441-00-340-008-8-581	T.B. CONTROL-TRAVEL IN COUNTY	$ 1,309.00
7-1293-441-00-340-008-8-583	T.B. CONTROL-TRAVEL OUT OF COUNTY	$ 2,191.00
Supplies		
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	$ 8,350.00
Other		
7-1293-441-00-340-008-8-339	T.B. CONTROL-OTHER PROF SRV	$ 3,500.00
	TOTAL APPROPRIATION	$ 726,673.00
7-1293-334-10-340-008-8-000	T.B. CONTROL - REVENUE	$ 605,561.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award allocation for the period of 09/01/2017 through 08/31/2018. (Includes the Local Match for the same period)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: March 7, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-008-8-XXX T.B. Control (State) Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
Fringes		
Travel		
Supplies		
7-1293-441-00-340-008-8-610	T.B. CONTROL-GENERAL SUPPLIES	$ 11,500.00
7-1293-441-00-340-008-8-660	T.B. CONTROL-FURN & EQUIP CNTRLD	$ 2,000.00
Other		
7-1293-441-00-340-008-8-339	T.B. CONTROL-OTHER PROF SRV	$ 500.00
7-1293-441-00-340-008-8-550	T.B. CONTROL-PRINTING & BINDING	$ 5,000.00
7-1293-441-00-340-008-8-584	T.B. CONTROL-REGISTRATION FEES	$ 1,000.00
	TOTAL APPROPRIATION	$ 20,000.00
7-1293-345-40-340-008-8-000	T.B. CONTROL- PROGRAM INCOME	$ 20,000.00
	TOTAL APPROPRIATION	$ 20,000.00

REASON: To appropriate the projected program income funds for the T.B. Control program period of 09/01/2016 through 08/31/2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB CONTROL FY 18 (STATE)
Grant Application
Salary Budget
09/01/2017 - 08/31/2018

Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgeted Salary With 3% COLA	2017 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Program) (current)	Salary (TB Program) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018	2017 Salary Amount from 09/01/17 - 12/31/17	2018 Salary Amount from 01/01/18 - 08/31/18	Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monthly Salary	TB Grant Projected Salaries	Fringes: FICA (7.65%)	Fringes: Retirement (11.47%)	Fringes: Unemployment (1.01%)	Fringes: Workers Comp (1.0944%)	Insurance: Health Ins.	Insurance: Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001			Licensed Vocational Nurse III	49,594.00	51,081.82	49,594.00	1,674.00	10,252.00	37,668.00	38,582.04	0.24	0.76	23.8433	24.5586	688	1,392	16,404.17	34,165.03	50,569.69	4,215.81	38,448.17	2,941.29	4,410.01	384.48	383.41	4,788.00	33.19	[illegible]	[illegible]
G002			Outreach Specialist I	27,825.00	28,659.75	27,825.00	1,237.00	1,835.00	24,753.00	25,495.59	0.11	0.89	13.3774	13.7787	658	1,392	9,203.65	19,179.99	28,383.64	2,365.30	25,261.44	1,932.50	2,897.48	252.61	237.46	5,607.00	38.77	[illegible]	[illegible]
[illegible]			[illegible]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G005			Biling Specialist B	25,659.00	26,428.77	25,659.00	-	-	25,659.00	26,428.77	-	1.00	12.3361	12.7061	168	1,392	8,467.01	17,686.93	26,174.15	2,181.18	26,174.15	2,002.32	3,002.18	264.14	246.04	6,300.00	43.56	[illegible]	[illegible]
G006			TB Program Manager	73,870.00	76,086.10	73,870.00	-	-	73,870.00	76,086.10	-	1.00	35.5337	36.5847	98	1,392	24,163.15	50,229.65	74,393.01	6,194.42	74,393.01	5,690.48	8,526.00	749.93	698.73	6,300.00	43.56	[illegible]	[illegible]
G008			TB Registered Nurse	62,475.00	64,349.25	62,475.00	-	-	62,475.00	64,349.25	-	1.00	30.0361	30.9371	688	1,392	20,664.51	43,064.50	63,729.01	5,310.75	63,729.01	4,875.29	7,309.75	642.99	599.08	6,300.00	43.56	[illegible]	[illegible]
G009			Clerk III	27,120.00	27,933.60	27,120.00	-	-	27,120.00	27,933.60	-	1.00	13.0385	13.4296	688	1,392	8,970.46	18,694.02	27,664.49	2,305.37	27,664.49	2,116.53	3,173.12	279.64	260.05	6,300.00	43.56	[illegible]	[illegible]
G010			Licensed Medical Radiologic Technologist	36,453.00	37,546.59	36,453.00	-	-	36,453.00	37,546.59	-	1.00	17.5255	18.0513	688	1,392	12,057.53	25,127.33	37,184.86	3,098.74	37,184.86	2,844.64	4,265.10	375.85	349.54	6,300.00	43.56	[illegible]	[illegible]
G011			Licensed Vocational Nurse III	49,594.00	51,082.79	49,594.00	-	-	49,594.00	51,082.79	-	1.00	23.8428	24.5581	688	1,392	16,402.64	34,184.53	50,588.67	4,215.72	50,588.67	3,870.03	5,803.52	509.89	475.53	6,300.00	43.56	[illegible]	[illegible]
G012			Clerk III	25,462.00	26,225.86	25,462.00	-	-	25,462.00	26,225.86	-	1.00	12.2413	12.6085	688	1,392	8,422.05	17,551.15	25,973.20	2,164.43	25,973.20	1,986.95	2,979.13	259.73	244.15	6,300.00	43.56	[illegible]	[illegible]
G013			TB Outreach Worker Medical Assistant	30,546.00	31,462.38	30,546.00	-	-	30,546.00	31,462.38	-	1.00	14.6856	15.1261	688	1,392	10,103.68	21,055.59	31,159.27	2,596.61	31,159.27	2,383.68	3,573.97	311.59	292.90	6,300.00	43.56	[illegible]	[illegible]
G014			TB Outreach Worker / Medical Assistant	30,546.00	31,462.38	30,546.00	-	-	30,546.00	31,462.38	-	1.00	14.6856	15.1261	688	1,392	10,103.68	21,055.59	31,159.27	2,596.61	31,159.27	2,383.68	3,573.97	311.59	292.90	6,300.00	43.56	[illegible]	[illegible]
				438,143.00	451,287.29	438,143.00	3,111.00	12,087.00	427,945.00	425,533.35							164,524.22	302,015.34	466,539.56	37,244.97	431,875.84	23,923.28	49,513.22	4,316.76	4,057.75	67,095.00	463.92	158,469.85	590,345.69

1 This schedule was prepared when the grant application was submitted to DSHS on 01/13/2017.

2 A 3% cost of living increase is budgeted from 01/01/18 to 08/31/18, (pending CC approval).

3 2017 fringe benefit rates are used as this is the latest information available at the time this schedule was prepared.

4 Actual work hours in grant period used when total is 2,080 for FY 18 and 2,080 for FY 18.

5 Health insurance is $525 / month per employee ($525 * 12 months = $6,300 per grant period per employee). (Prorated for employees that are paid in part with general funds).

6 Life insurance is $43.56 per year per employee.

Prepared by Mike Escamilla
HCHHSD
12/29/2016

LOCAL MATCH ($121,112.00) Required

Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgeted Salary With 3% COLA	2017 Budgeted Salary	Local Match: Actual Salary (Prog 005)	Local Match: Actual Salary (General Fund)	Actual Salary (TB Program) (current)	Salary (TB Program) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2016	2016 Salary Amount from 09/01/17 - 12/31/17	2017 Salary Amount from 01/01/18 - 08/31/18	Local Match: Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monthly Salary	TB Grant Projected Salaries	Local Match Fringes: Fringes: FICA 7.65%	Fringes: Retirement 11.47%	Fringes: Unemployment 1.00%	Fringes: Workers Comp 1.84%	Insurance: Health Ins.	Insurance: Life Ins.	Local Match Projected Fringes	Total Salaries & Fringes
0001			Licensed Vocational Nurse III	49,594.00	51,081.82	49,594.00	1,874.00	10,252.00	37,468.00	38,592.04	0.24	0.76	23.8433	24.5686	658	1,382	16,404.17	34,185.53	50,589.69	4,215.81	38,446.17	827.54	1,360.45	134.59	51.8.98	1,843.36	18.85	4,194	19,362.21
0002			Outreach Specialist I	27,825.00	28,659.75	27,825.00	1,237.00	1,835.00	24,753.00	25,495.59	0.11	0.89	13.3774	13.7787	688	1,393	9,203.65	19,179.69	28,383.64	2,365.30	25,261.44	464.23	581.36	77.73	34.85	692.10	8.83	1,841.17	27,102.61
0125			Registered Nurse V	67,472.00	69,496.16	67,472.00	1,878.00	65,594.00	-	-	0.71	-	32.4385	33.4136	2,080	0	47,905.12	-	47,905.12	5,622.67	-	366.64	2,199.04	674.12	53.1.24	6,478.00	26.83	17,178.31	17,178.31
0029			TB Record Manager	40,747.00	41,969.41	40,747.00	-	40,747.00	-	-	0.61	-	19.5869	20.1776	2,080		25,670.81	-	25,670.81	3,396.58	-	196.43	1,180.58	361.12	1,843.00	21.37	3,602.51	3,602.51
				-	-	-	-	-	-	-																			
				185,638.00	191,207.14	185,638.00	4,989.00	118,427.00	62,221.00								99,183.55	53,365.53	152,549.07	15,599.36	63,707.61	6,791.19	14,155.93	1,234.17	1,160.12	10,677.93	73.83	34,093.17	127,846.10

88,773.73
53,193.37
127,846.10

FY 2015
Program Income
09/01/2014 to 12/31/2014 12,527.48
01/01/2015 to 08/31/2015 24,787.48
36,914.96

FY 2016
Program Income
09/01/2015 to 12/31/2015 5,427.74
01/01/2016 to 08/30/2016 14,430.72
19,858.46

Projection for year 26,286.15

Prepared by AP&C Coordinator
HC 10/5/2016
12/29/2016

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340.008) T.B. Control DATE: 3.2.2017

CURRENT POSITION TITLE: **BILLING SPECIALIST II** CURRENT SLOT# : 008-G004

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	25,699.00	$	0.00	$	(25,699.00)
	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

[ ] Other _____

POSITION Type:

Full Time Employee Object 111 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt* [ ]
Non-Exempt [X]

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

This position is no longer needed for the TB Control State program.

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

DEPARTMENT HEAD	03/02/17	FUNDS AVAILABLE IN DEPT BUDGET	☐ YES	☒ NO
HUMAN RESOURCES DIRECTOR	3/07/17	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT		BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
COMMISSIONERS' COURT APPROVAL				

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0038-00001 UNDER THE TUBERCULOSIS PREVENTION AND CONTROL - STATE (TB/PC-STATE) GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency") and Hidalgo County ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for TB/PC-State (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 771, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapters 531. subchapter D.

II. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **SIX HUNDRED FIVE THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS ($605,561.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, Texas 78756

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

Grantee
Hidalgo County
Attention: County Judge Ramon Garcia
1304 S. 25th Avenue
Edinburg, Texas 78542

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Attention: County Judge Ramon Garcia
1304 S. 25th Avenue
Edinburg, Texas 78542

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0038-00001

DEPARTMENT OF STATE HEALTH SERVICES	GRANTEE
_____	_____
Janna Zumbrun, MSSW	Name: _____
Associate Commissioner	Title: _____
Disease Control and Prevention	
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0038-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -	STATEMENT OF WORK
ATTACHMENT B -	BUDGET
ATTACHMENT C -	UNIFORM TERMS AND CONDITIONS
ATTACHMENT D -	SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT E -	DATA USAGE AGREEMENT
ATTACHMENT F -	NON-EXCLUSIVE LIST OF APPLICABLE LAWS

ATTACHMENTS FOLLOW

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Establish parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.

B. Comply with all applicable federal and state statutes and regulations, policies and guidelines as revised.

C. Comply the most current version of the Tuberculosis Work Plan located at: http://www.dshs.texas.gov/idcu/disease/tb/policies/.

D. Provide a match of no less than 20% of the total budget reflected in the Contract.

E. Provide match at the required percentage or Department of State Health Services (DSHS) my withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

F. Ensure no DSHS funds or matching funds are used for:

1. Entertainment
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds.

G. Not lapse more than 5% of the total funded amount of the contract.

H. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.

I. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

J. Agree to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract located at: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

K. Use DSHS designed data systems available for local entry, all collected TB information shall be entered into designated state TB information system, including all data fields on the RVCT, TB340, any laboratory results received locally and any additional clinical information according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ATTACHMENT A
STATEMENT OF WORK

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants/forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

Attachment B

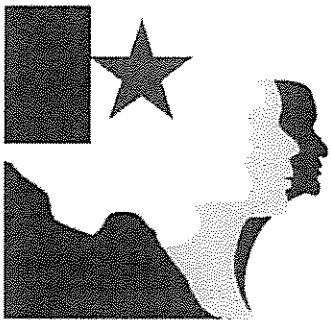
Contract No. 537-18-0038-00001

Categorical Budget:

PERSONNEL	$431,735.00
FRINGE BENEFITS	$158,490.00
TRAVEL	$3,500.00
EQUIPMENT	$0.00
SUPPLIES	$8,336.00
CONTRACTUAL	$0.00
OTHER	$3,500.00
TOTAL DIRECT CHARGES	$605,561.00
INDIRECT CHARGES	$0.00
TOTAL	$605,561.00
Match	$121,112.00
Program Income	$13,600.00

DocuSign Envelope ID: DA3FAB56-BA65-4DF3-9CBC-E702EA9ACD0F

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel



TEXAS
Health and Human
Services Commission

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project,
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

SUPPLEMENTAL CONDITIONS

There are no special conditions applicable to this Contract.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.06 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and
i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.78 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
g. Provide third party billing functions at no cost to the client.

SECTION 1.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.10 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.11 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide

services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.12 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.13 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

    The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

    This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

    Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.14 CHILD ABUSE REPORTING REQUIREMENT

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.15 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
CITY OF PORT ARTHUR("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES ("HHS"), and HIDALGO COUNTY, a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 537-18-0038-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____, 201__.	DATE: _____, 201__

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ATTACHMENT F
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
   1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
   2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
   3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
   4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
   5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
   6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
   7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
   8. Tex. Labor Code Chapter 21;
   9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
   10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
   11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
   12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
   13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
   14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;

b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;

c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;

d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;

e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;

f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;

g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;

h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;

i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;

j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;

k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;

l. Environmental standards pursuant to the following:

DocuSign Envelope ID: DA3FAB56-BA85-4DF3-9CBC-E702EA9ACD0F

ATTACHMENT F
DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS

1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"
2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg.26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex.Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

DocuSign SECURED

Certificate Of Completion

Envelope Id: DA3FAB56BA854DF39CBCE702EA9ACD0F
Status: Sent
Subject: $605,561; DSHS Contract No. 537-18-0038-00001; Hidalgo Co; DCPS - TB/PC-State revised
Source Envelope:
Document Pages: 57
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Marguerite St Germain
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
marguerite.stgermain@hhsc.state.tx.us
IP Address: 167.137.1.17

Record Tracking

Status: Original
2/13/2017
Holder: Marguerite St Germain
marguerite.stgermain@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 160.42.85.9	Sent: 2/13/2017 Viewed: 2/13/2017 Signed: 2/13/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 167.137.1.15	Sent: 2/13/2017 Viewed: 3/1/2017 Signed: 3/1/2017
Honorable Ramon Garcia ramon.garcia@co.hidalgo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/1/2017
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Lillie Powell lillie.powell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/13/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/13/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/13/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/13/2017
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/1/2017 Viewed: 3/1/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Notary Events		**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/1/2017

Payment Events	Status	Timestamps

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: Wednesday, April 05, 2017 Agenda Item: 59119

Summary of request/proposal:
Health Dept - TB Control (1293): Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Billing Specialist II	G004	113	25,659.00	0.00	(25,659.00)
1293	Clerk III	G012	113	26,794.00	25,462.00	(1,332.00)
				52,453.00	25,462.00	(26,991.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-008-8-	113	T.B. CONTROL-	REG F/T EMPLOYEES	($8,927.79)
7-1293-441-00-340-008-8-	211	T.B. CONTROL-	HEALTH INSURANCE	($2,083.85)
7-1293-441-00-340-008-8-	212	T.B. CONTROL-	LIFE INSURANCE	($14.41)
7-1293-441-00-340-008-8-	220	T.B. CONTROL-	FICA	($682.98)
7-1293-441-00-340-008-8-	230	T.B. CONTROL-	RETIREMENT	($1,024.02)
7-1293-441-00-340-008-8-	250	T.B. CONTROL-	UNEMPLOYMENT COMP	($53.57)
7-1293-441-00-340-008-8-	260	T.B. CONTROL-	WORKER'S COMP	($83.92)
			2017 Budgetary Impact (09/01/17 - 12/31/17)	($12,870.54)

2018 Budgetary Impact (01/01/18 - 08/31/18) ($26,089.68)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 02 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-008) T.B. Control /340-003 DT DATE: 3/2/2017

CURRENT POSITION TITLE: **BILLING SPECIALIST II** CURRENT SLOT# : 008-G004 /003-A139 DT

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

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:	25,659.00 /340.00 DT	$	0.00 /340.00 DT	$	(25,659.00)
	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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

This position is no longer needed for the TB Control State program.

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	03/02/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ X	NO
2.	HUMAN RESOURCES DIRECTOR	3/02/17 Date	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/3/17 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES - TB Control (State) (340-008) DATE: 3/24/2017

CURRENT POSITION TITLE: **CLERK III** CURRENT SLOT# : 008-G012

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Reduce budgeted salary

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

POSITION SALARY REQUEST:

Salary Amount:	26,794.00	$	25,462.00	$	(1,332.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Budgeted salary is over-stated; This adjustment will match budgeted salary with actual salary;

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)

There is no change to current actual pay for employee.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/24/17 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/28/2017 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-59105 **Health & Human Services Dept.** **15. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - PHHS (1293):
1. Requesting approval to accept the Preventive Health and Health Services grant contract #537-17-0287-00001 in the amount of $145,833.00 for the period of 04/01/2017 to 11/30/2017.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $145,833.00.
4. Requesting approval of the budget appropriation for the FY 17 period in the amount of $114,583.00 and $31,250.00 for the FY 18 grant period.
5. Discussion, consideration and approval of the following personnel action effective 04/05/2017:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-070	0001	Public Health Technician I	$31,255.00

6. Approval of salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 7-1293-441-X0-340-070-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds

Revenue Account No.
FY17: 7-1293-331-12-340-070-7-000
FY18: 7-1293-331-12-340-070-7-010

Attachments

Contract
Appropriation FY18
Salary Projection
Appropriation FY17
Fiscal Note
PAR JOB DESCR

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 04:51 PM
Human Resources	Diana Munoz	03/28/2017 04:37 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/23/2017 03:13 PM
Final Approval Date: 03/31/2017		

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-17-0287-00001
UNDER THE
PREVENTIVE HEALTH AND HEALTH SERVICES
BLOCK GRANT PPHF 2016

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and Hidalgo County Health and Human Services Department ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide services to reduce the impact of obesity and related chronic diseases in the State of Texas (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Section 4002 of Public Law 111-148, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

III. DURATION

The Contract is effective on April 1, 2017 and terminates November 30, 2017 unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ($145,833.00).**

Total payments for the period of April 1, 2017 to September 30, 2017 will not exceed **ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS ($114,583.00)**.

Contingent upon additional funding, total payments for the period of October 1, 2017 to November 30, 2017 will not exceed **THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($31,250.00)**. No funds will be paid under this Contract for this period until the System Agency receives funds. System Agency will provide written confirmation of the receipt of these funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT A-STATEMENT OF WORK**.

Unless notified by System Agency, Grantee will not provide services beyond September 30, 2017.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

System Agency
Department of State Health Services
P.O. Box 149347 MC 1947
Austin, TX 78714-9347
Attention: Carolyn DeBoer
Carolyn.deboer@dshs.texas.gov

Grantee
Hidalgo County
1304 S. 25th Ave
Edinburg, TX 78542
Attention: Mike Escaname
Mike.escaname@hchd.org

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Assistant Criminal District Attorney
Attention: Josephine Ramirez Solis
100 E. Cano
Edinburg, TX 78539
josephineramirez@da.co.hidalgo.tx.us

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): 1NB01OT009080-01-00
Federal Award Date: 10/01/2015 through 09/30/2017
Name of Federal Awarding Agency: Department of State Health Services
CFDA Name and Number: CFDA #93.758 PPHF 2016: Preventive Health and Health Services Block Grant
Awarding Official Contact Information:
Brownie Anderson-Rana
Grants Management Specialist
Centers for Disease Control and Prevention (CDC)
Office of Financial Resources (OFR)

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

2960 Brandywine Road, MS E-01
Atlanta, GA 30341
Telephone: 770-488-2771
Email: BAndersonRana@cdc.gov
DUNS: 807391511

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001

DEPARTMENT OF STATE HEALTH SERVICES	**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**
_____	_____
Janna Zumbrun	Name: _____
Associate Commissioner Disease Control and Prevention	Title: _____
Date of execution: _____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT C - GRANTEE UNIFORM TERMS AND CONDITIONS
ATTACHMENT D - GRANTEE SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT E - FFATA
ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT G - DUA

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide System Agency with evidence of activity planning and implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.

Grantee is responsible for coordinating with clinical and community partners within their jurisdiction to implement a minimum of three total strategies for the CCHB project.

Grantee is responsible for implementing two chosen priority strategies:

1. Priority Strategy 2: Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and

2. Priority Strategy 3: Facilitate evidence-based education and training for providers, patients and the community to ensure consistent messaging of reliable health information and collaboration.

Grantee is responsible for implementing three of four chosen optional strategies:

1. Optional Strategy 1: Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications.

2. Optional Strategy 3: Engage community and clinical partners to strengthen partnerships and increase sustainability.

3. Optional Strategy 4: Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

B. Develop, complete and submit a Project Work Plan to System Agency. The Work Plan must contain activities that support the priority and optional strategies selected as well as staff/organizational responsibility and timeframe. A Project Work Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Project Work Plan draft must be submitted to System Agency on or before May 31, 2017 and the final Project Work Plan submission is due to System Agency on or before November 15, 2017.

C. Develop and submit an Assessment Report to System Agency. The Assessment Report must contain clinical and community partners; existing referral protocols integrated into Electronic Health Records and/or other referral processes in place; existing evidence-

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

based trainings and/or programs; and may include other relevant activities. The Assessment Report must be submitted on or before April 28, 2017.

D. Develop and submit an Evaluation Plan to System Agency. An Evaluation Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before May 31, 2017 and the final Evaluation Plan submission is due to System Agency on or before November 15, 2017.

E. Submit Partners List and Minutes to System Agency. The Partners List should contain evidence of clinical and community partners, with sector representation clearly labeled. A minimum of two meetings must be held and meeting minutes must be provided for both as evidence of CCHB-related discussion. The Partner List and Minutes must be submitted on or before November 30, 2017.

F. Participate in nine (9) monthly feedback calls (monthly project status reports) with System Agency Program to be conducted on or before the 15th of each month of the contract term, unless otherwise agreed to in writing by System Agency. On the calls, Grantee will discuss the following 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added, as appropriate, with Grantee and System Agency Program.

G. Submit three (3) Progress Reports to System Agency in the electronic Performance Management and Tracking System (PMATS). The information and documentation required in the Progress Reports will be based on the CCHB priority and optional strategies selected. Progress report due dates are as follows: Progress Report 1 (the period March 1 – May 31, 2017) is due June 5, 2017; Progress Report 2 (the period June 1 – August 31, 2017) is due September 5, 2017; and Progress Report 3 (the period September 1 – November 30, 2017) is due December 4, 2017.

H. Develop and submit a Success Story with two (2) photographs and two (2) photograph release forms to System Agency. A Success Story Draft must be reviewed and approved by System Agency prior to the final version submission date. The Success Story Draft must be submitted on or before September 1, 2017 and the final Success Story submission is due to System Agency on or before November 30, 2017.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants /forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a monthly basis and in accordance with the Budget in Attachment B of this Contract.

C. All invoices must reference Contract #537-17-0287-00001 and PO# once issued.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Attachment B

Contract No. 537-17-0287-00001

Categorical Budget:

PERSONNEL	$23,445.00
FRINGE BENEFITS	$9,709.00
TRAVEL	$8,151.00
EQUIPMENT	$0.00
SUPPLIES	$32,713.00
CONTRACTUAL	$0.00
OTHER	$71,815.00
TOTAL DIRECT CHARGES	$145,833.00
INDIRECT CHARGES	$0.00
TOTAL	$145,833.00
Match	$0.00
Total Budget	$145,833.00

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ATTACHMENT D

Contract No. 537-17-0287-00001

SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representative's timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com | | | | | | - | | | | |	**DUNS Number: 9-digits Required www.sam.gov** | | | | | | | | | |
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits | | | | | | | | | | | | | |	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. <u>Certification Regarding % of Annual Gross from Federal Awards.</u>

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. <u>Certification Regarding Amount of Annual Gross from Federal Awards.</u>

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. <u>Certification Regarding Public Access to Compensation Information.</u>

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ("HHS"), and Hidalgo County Health and Human Services Department , a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 537-17-0287-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____, 201__.	**DATE:** _____, 201__

Certificate Of Completion

Envelope Id: 7A17D3C190C743248FBDF9B0FE97BEE3 Status: Sent

Subject: $145,833; HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT; 537-17-0287-00001; DCPS-HPCDP/OCDS

Source Envelope:

Document Pages: 60 Signatures: 0 Envelope Originator:

Supplemental Document Pages: 0 Initials: 0 Jason Jahnke

Certificate Pages: 3

AutoNav: Enabled Payments: 0 1860 Michael Faraday Dr

EnvelopeId Stamping: Enabled Reston, VA 20190

Time Zone: (UTC-06:00) Central Time (US & Canada) jason.jahnke@hhsc.state.tx.us

IP Address: 167.137.1.16

Record Tracking

Status: Original 3/8/2017 Holder: Jason Jahnke jason.jahnke@hhsc.state.tx.us Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/8/2017 Viewed: 3/8/2017 Signed: 3/8/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.15	Sent: 3/8/2017 Viewed: 3/23/2017 Signed: 3/23/2017
Ramon Garcia countyjudge@co.hidalgo.tx.us County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/23/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carolyn DeBoer carolyn.deboer@dshs.texas.gov Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017 Viewed: 3/8/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017 Viewed: 3/10/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/23/2017 Viewed: 3/23/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2017

Payment Events	Status	Timestamps

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-070-7-XXX (Preventive Health & Health Services)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-10-340-070-7-113	PHHS - Full-time Employees	$ 5,290.00
Fringes		
7-1293-441-10-340-070-7-211	PHHS - Health Insurance	$ 1,050.00
7-1293-441-10-340-070-7-212	PHHS - Life Insurance	$ 8.00
7-1293-441-10-340-070-7-220	PHHS - FICA	$ 405.00
7-1293-441-10-340-070-7-230	PHHS - Retirement	$ 607.00
7-1293-441-10-340-070-7-250	PHHS - Unemployment	$ 53.00
7-1293-441-10-340-070-7-260	PHHS - Workmans Comp	$ 53.00
Travel		
7-1293-441-10-340-070-7-581	PHHS - In-County Travel	$ 1,070.00
7-1293-441-10-340-070-7-583	PHHS - Out-of-County Travel	$ 1,250.00
Supplies		
7-1293-441-10-340-070-7-610	PHHS - General Supplies	$ 9,613.00
Other		
7-1293-441-10-340-070-7-540	PHHS - Advertising	$ 8,196.00
7-1293-441-10-340-070-7-550	PHHS - Printing & Binding	$ 3,355.00
7-1293-441-10-340-070-7-584	PHHS - Registration Fees	$ 300.00
	TOTAL APPROPRIATION	$ 31,250.00
7-1293-331-12-340-070-7-010	PHHS - Revenue	$ 31,250.00
	TOTAL APPROPRIATION	$ 31,250.00

REASON: To appropriate the portion of the Preventive Health & Health Services FY 17 grant award that belongs to the PHHS for FY 18. (2 months only)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

Preventive Health & Health Services FY 17 & Partial FY 18
Grant Application
Salary Budget
03/01/2017 - 09/30/2017
For Budget Purposes Only

Preventive Health & Health Servcies FY 17 (program 070)

						Hourly Rate				2017	2018			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 03/01/17 - 9/30/17	Salary Amount from 01/01/18 - 09/30/18	Fiscal Year Salary Amount 03/01/17 - 9/30/17	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	1,224	0	18,392.37	-	18,392.37	2,627.48	1,407.02	2,109.60	183.92	183.92	3,675.00	25.41	7,584.88	25,977.24
				31,255.00	**31,255.00**					**18,392.37**	**-**	**18,392.37**	**2,627.48**	**1,407.02**	**2,109.60**	**183.92**	**183.92**	**3,675.00**	**25.41**	**7,584.88**	**25,977.24**

Notes:

1 This is the salary / fringes budget for 7 months only (03/01/17 to 09/30/17)
2 A 0% cost of living increase.
3 2017 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 1,244 for 7 months. (153 working days x 8 hrs)
5 Health Insurance premium is $525.00 / month (March to Sept) ($525.00 x 7) (3,675.00)
6 Life Insurance premium is $43.56 per year / per employee. (prorated for 7 months only)
7 This grant program will continue for 4 years; Initial grant award is for partial FY 17 and for two months of FY 18.
8 Due to rounding error caused by the DSHS budget template, the difference will be adjusted in this budget as actual start date for this employee will be later than 03/01/17.

10/01/2017 - 11/30/2017
Partial FY 18 (2 months only)

Preventive Health & Health Servcies FY 18 (program 070)

						Hourly Rate				2017				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 10/01/17 - 11/30/17		Fiscal Year Salary Amount 10/01/17 - 11/30/17	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	352	0	5,289.31	-	5,289.31	2,644.65	404.63	606.68	52.89	52.89	1,050.00	7.26	2,174.36	7,463.67
				31,255.00	**31,255.00**					**5,289.31**	**-**	**5,289.31**	**2,644.65**	**404.63**	**606.68**	**52.89**	**52.89**	**1,050.00**	**7.26**	**2,174.36**	**7,463.67**

Notes:

1 This is the salary / fringes budget for 2 months only (10/01/17 to 11/30/17)
2 A 0% cost of living increase.
3 2017 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 352 for 2 months. (44 working days x 8 hrs)
5 Health Insurance premium is $525.00 / month for Oct & Nov ($525.00 x 2) 1,050.00
6 Life Insurance premium is $43.56 per year / per employee. (prorated for 2 months only)
7 This grant program will continue for 4 years; Initial grant award is for partial FY 17 and for two months of FY 18.

Prepared by Mike Escaname
HCHHSD
03/26/2017

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-070-7-XXX (Preventive Health & Health Services)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-070-7-113	PHHS - Full-time Employees	$ 18,155.00
Fringes		
7-1293-441-00-340-070-7-211	PHHS - Health Insurance	$ 3,675.00
7-1293-441-00-340-070-7-212	PHHS - Life Insurance	$ 26.00
7-1293-441-00-340-070-7-220	PHHS - FICA	$ 1,389.00
7-1293-441-00-340-070-7-230	PHHS - Retirement	$ 2,083.00
7-1293-441-00-340-070-7-250	PHHS - Unemployment	$ 180.00
7-1293-441-00-340-070-7-260	PHHS - Workmans Comp	$ 180.00
Travel		
7-1293-441-00-340-070-7-581	PHHS - In-County Travel	$ 3,745.00
7-1293-441-00-340-070-7-583	PHHS - Out-of-County Travel	$ 2,086.00
Supplies		
7-1293-441-00-340-070-7-610	PHHS - General Supplies	$ 21,600.00
7-1293-441-00-340-070-7-660	PHHS - Furnishings & Equipment	$ 1,500.00
Other		
7-1293-441-00-340-070-7-540	PHHS - Advertising	$ 39,364.00
7-1293-441-00-340-070-7-550	PHHS - Printing & Binding	$ 20,000.00
7-1293-441-00-340-070-7-584	PHHS - Registration Fees	$ 600.00
	TOTAL APPROPRIATION	$ 114,583.00
7-1293-331-12-340-070-7-000	PHHS - Revenue	$ 114,583.00
	TOTAL APPROPRIATION	$ 114,583.00

REASON: To appropriate the Preventive Health & Health Services FY 17 grant award that belongs to the PHHS for FY 17 (6 months only)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, April 05, 2017 Agenda Item: 59105

Summary of request/proposal:
Health Dept - PPHS (1293): Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Public Health Technician I	0001	113	0.00	31,255.00	31,255.00
				0.00	31,255.00	31,255.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-070-7-	113	PHHS-	REG F/T EMPLOYEES	$15,387.08
7-1293-441-00-340-070-7-	211	PHHS-	HEALTH INSURANCE	$3,101.54
7-1293-441-00-340-070-7-	212	PHHS-	LIFE INSURANCE	$21.44
7-1293-441-00-340-070-7-	220	PHHS-	FICA	$1,177.11
7-1293-441-00-340-070-7-	230	PHHS-	RETIREMENT	$1,764.90
7-1293-441-00-340-070-7-	250	PHHS-	UNEMPLOYMENT COMP	$92.32
7-1293-441-00-340-070-7-	260	PHHS-	WORKER'S COMP	$144.64
			2017 Budgetary Impact	$21,689.03

2018 Budgetary Impact $44,055.85

Possible Funding Sources: Appropriation of grant funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, April 05, 2017 Agenda Item: 59105

Summary of request/proposal:
Health Dept - PPHS (1293): Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Public Health Technician I	0001	113	0.00	31,255.00	31,255.00
				0.00	31,255.00	31,255.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-10-340-070-7-	113	PHHS-	REG F/T EMPLOYEES	$5,289.31
7-1293-441-10-340-070-7-	211	PHHS-	HEALTH INSURANCE	$1,050.00
7-1293-441-10-340-070-7-	212	PHHS-	LIFE INSURANCE	$7.26
7-1293-441-10-340-070-7-	220	PHHS-	FICA	$404.63
7-1293-441-10-340-070-7-	230	PHHS-	RETIREMENT	$606.68
7-1293-441-10-340-070-7-	250	PHHS-	UNEMPLOYMENT COMP	$31.74
7-1293-441-10-340-070-7-	260	PHHS-	WORKER'S COMP	$49.72
			2017 Budgetary Impact	$7,439.34

2018 Budgetary Impact $44,055.85

Possible Funding Sources: Appropriation of grant funds.

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES - Preventive Health & Health Services (340-070)

DATE: 3/24/2017

CURRENT POSITION TITLE: _____

CURRENT SLOT# : _____

REQUESTED POSITION TITLE: Public Health Technician I

NEW SLOT # 070-0001 (Proposed)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Grade 7, Step 1

Salary Amount: 0.00 (Current G&S/ Budgeted Salary) $ 31,255.00 (Proposed G&S/ Budgeted Salary) $ 31,255.00 (Net Change)

Position to be funded from one of the following:

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

[X] Other PHHS FY 17 Grant (Fund-1293, Program 070)

POSITION Type:

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

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

TEMPORARY POSITIONS:

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)

This position will support the Preventive Health & Health Services grant that has been awarded to Health & Human Services Dept.

The scope of work for this program is related to the Community and Clinical Health Bridge project from the Department of State Health Services.

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

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/28/2017 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY HEALTH & HUMAN SERVICES

PUBLIC HEALTH TECHNICIAN I

GENERAL DESCRIPTION

Performs routine (journey-level) public health work. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of diseases and injuries. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of communicable and chronic diseases

Serves as a public resource in creating awareness of health problems and programs

Disseminates information on public health and health education programs

Participates in planning and conducting health training courses

Evaluates training and education needs to promote the acceptance of public health programs

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

May evaluate work to improve efficiency and determine program effectiveness

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in public health work or related field required

Graduation from an accredited four (4) year college or university with major course work in social services, public health, or a related field

Two (2) years of experience may be substituted for one (1) year of education

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

April 3, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$145,833.00	Award No. 537-17-0287-00001 Preventive Health and Health Services Block Grant

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 4/4/17

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | PODOLFO 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, 365TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-59105 **Health & Human Services Dept.** **19. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - PHHS (1293):
1. Requesting approval to accept the Preventive Health and Health Services grant contract #537-17-0287-00001 in the amount of $145,833.00 for the period of 04/01/2017 to 11/30/2017.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $145,833.00.
4. Requesting approval of the budget appropriation for the FY 17 period in the amount of $114,583.00 and $31,250.00 for the FY 18 grant period.
5. Discussion, consideration and approval of the following personnel action effective 04/05/2017:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-070	0001	Public Health Technician I	$31,255.00

6. Approval of salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 7-1293-441-X0-340-070-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds

Revenue Account No.
FY17: 7-1293-331-12-340-070-7-000
FY18: 7-1293-331-12-340-070-7-010

Attachments

Contract
Appropriation FY18
Salary Projection
Appropriation FY17
Fiscal Note
PAR JOB DESCR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 04:51 PM
Human Resources	Diana Munoz	03/28/2017 04:37 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 03/23/2017 03:13 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, March 23, 2017 3:42 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - Preventive Health & Health Services - $145,833.00
Attachments: 537-17-0287-00001 Preventive Health and Health Services FY 17 032317.pdf

Minerva,

Attached is a copy of another new grant that we have received. I will use program 070 to appropriate the funding.

We plan to present this to CC on Wednesday, April 5th.

I'd appreciate if you can arrange to have a Certification of Revenue prepared.

Please review the contract as it contains two different amounts as follows:

$114,583.00 for FY 17
$31,250.00 for FY 18

I spoke with DSHS contract manager and they had to do this to compensate for lost time when they convert they database into a new grant database.

I will suggest that we create two separate budget appropriations with same program number of 070 but different fiscal years. (FY 17 & FY 18)

Let me know if you have any questions.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-17-0287-00001
UNDER THE
PREVENTIVE HEALTH AND HEALTH SERVICES
BLOCK GRANT PPHF 2016

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and Hidalgo County Health and Human Services Department ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide services to reduce the impact of obesity and related chronic diseases in the State of Texas (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Section 4002 of Public Law 111-148, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

III. DURATION

The Contract is effective on April 1, 2017 and terminates November 30, 2017 unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ($145,833.00).**

Total payments for the period of April 1, 2017 to September 30, 2017 will not exceed **ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS ($114,583.00)**.

Contingent upon additional funding, total payments for the period of October 1, 2017 to November 30, 2017 will not exceed **THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($31,250.00)**. No funds will be paid under this Contract for this period until the System Agency receives funds. System Agency will provide written confirmation of the receipt of these funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT A-STATEMENT OF WORK**.

Unless notified by System Agency, Grantee will not provide services beyond September 30, 2017.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

System Agency
Department of State Health Services
P.O. Box 149347 MC 1947
Austin, TX 78714-9347
Attention: Carolyn DeBoer
Carolyn.deboer@dshs.texas.gov

Grantee
Hidalgo County
1304 S. 25th Ave
Edinburg, TX 78542
Attention: Mike Escaname
Mike.escaname@hchd.org

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Assistant Criminal District Attorney
Attention: Josephine Ramirez Solis
100 E. Cano
Edinburg, TX 78539
josephineramirez@da.co.hidalgo.tx.us

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): 1NB01OT009080-01-00
Federal Award Date: 10/01/2015 through 09/30/2017
Name of Federal Awarding Agency: Department of State Health Services
CFDA Name and Number: CFDA #93.758 PPHF 2016: Preventive Health and Health Services Block Grant
Awarding Official Contact Information:
Brownie Anderson-Rana
Grants Management Specialist
Centers for Disease Control and Prevention (CDC)
Office of Financial Resources (OFR)

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

2960 Brandywine Road, MS E-01
Atlanta, GA 30341
Telephone: 770-488-2771
Email: BAndersonRana@cdc.gov
DUNS: 807391511

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
_____	_____
Janna Zumbrun	Name: _____
Associate Commissioner Disease Control and Prevention	Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -	STATEMENT OF WORK
ATTACHMENT B -	BUDGET
ATTACHMENT C -	GRANTEE UNIFORM TERMS AND CONDITIONS
ATTACHMENT D -	GRANTEE SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT E -	FFATA
ATTACHMENT F -	FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT G -	DUA

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Provide System Agency with evidence of activity planning and implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.

Grantee is responsible for coordinating with clinical and community partners within their jurisdiction to implement a minimum of three total strategies for the CCHB project.

Grantee is responsible for implementing two chosen priority strategies:

1. Priority Strategy 2: Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and

2. Priority Strategy 3: Facilitate evidence-based education and training for providers, patients and the community to ensure consistent messaging of reliable health information and collaboration.

Grantee is responsible for implementing three of four chosen optional strategies:

1. Optional Strategy 1: Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications.

2. Optional Strategy 3: Engage community and clinical partners to strengthen partnerships and increase sustainability.

3. Optional Strategy 4: Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

B. Develop, complete and submit a Project Work Plan to System Agency. The Work Plan must contain activities that support the priority and optional strategies selected as well as staff/organizational responsibility and timeframe. A Project Work Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Project Work Plan draft must be submitted to System Agency on or before May 31, 2017 and the final Project Work Plan submission is due to System Agency on or before November 15, 2017.

C. Develop and submit an Assessment Report to System Agency. The Assessment Report must contain clinical and community partners; existing referral protocols integrated into Electronic Health Records and/or other referral processes in place; existing evidence-

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

based trainings and/or programs; and may include other relevant activities. The Assessment Report must be submitted on or before April 28, 2017.

D. Develop and submit an Evaluation Plan to System Agency. An Evaluation Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before May 31, 2017 and the final Evaluation Plan submission is due to System Agency on or before November 15, 2017.

E. Submit Partners List and Minutes to System Agency. The Partners List should contain evidence of clinical and community partners, with sector representation clearly labeled. A minimum of two meetings must be held and meeting minutes must be provided for both as evidence of CCHB-related discussion. The Partner List and Minutes must be submitted on or before November 30, 2017.

F. Participate in nine (9) monthly feedback calls (monthly project status reports) with System Agency Program to be conducted on or before the 15th of each month of the contract term, unless otherwise agreed to in writing by System Agency. On the calls, Grantee will discuss the following 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added, as appropriate, with Grantee and System Agency Program.

G. Submit three (3) Progress Reports to System Agency in the electronic Performance Management and Tracking System (PMATS). The information and documentation required in the Progress Reports will be based on the CCHB priority and optional strategies selected. Progress report due dates are as follows: Progress Report 1 (the period March 1 – May 31, 2017) is due June 5, 2017; Progress Report 2 (the period June 1 – August 31, 2017) is due September 5, 2017; and Progress Report 3 (the period September 1 – November 30, 2017) is due December 4, 2017.

H. Develop and submit a Success Story with two (2) photographs and two (2) photograph release forms to System Agency. A Success Story Draft must be reviewed and approved by System Agency prior to the final version submission date. The Success Story Draft must be submitted on or before September 1, 2017 and the final Success Story submission is due to System Agency on or before November 30, 2017.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ATTACHMENT A
STATEMENT OF WORK

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants /forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a monthly basis and in accordance with the Budget in Attachment B of this Contract.

C. All invoices must reference Contract #537-17-0287-00001 and PO# once issued.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Attachment B

Contract No. 537-17-0287-00001

Categorical Budget:

PERSONNEL	$23,445.00
FRINGE BENEFITS	$9,709.00
TRAVEL	$8,151.00
EQUIPMENT	$0.00
SUPPLIES	$32,713.00
CONTRACTUAL	$0.00
OTHER	$71,815.00
TOTAL DIRECT CHARGES	$145,833.00
INDIRECT CHARGES	$0.00
TOTAL	$145,833.00
Match	$0.00
Total Budget	$145,833.00

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

TEXAS
Health and Human
Services Commission

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

ATTACHMENT D

Contract No. 537-17-0287-00001

SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"**Accessibility Standards**" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"**Electronic and Information Resources Accessibility Standards**" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"**Product**" means information resources technology that is, or is related to EIR.

"**Web Site Accessibility Standards/ Specifications**" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representative's timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties

are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com ☐☐☐☐☐-☐☐☐☐	**DUNS Number: 9-digits Required** www.sam.gov ☐☐☐☐☐☐☐☐☐
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits ☐☐☐☐☐☐☐☐☐☐☐☐☐☐	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ("HHS"), and Hidalgo County Health and Human Services Department , a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 537-17-0287-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a)Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c)Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

DocuSign Envelope ID: 7A17D3C1-90C7-4324-8FBD-F9B0FE97BEE3

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____, 201__.	DATE: _____, 201__

DocuSign SECURED

Certificate Of Completion

Envelope Id: 7A17D3C190C743248FBDF9B0FE97BEE3 Status: Sent

Subject: $145,833; HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT; 537-17-0287-00001; DCPS-HPCDP/OCDS

Source Envelope:

Document Pages: 60	Signatures: 0	Envelope Originator:
Supplemental Document Pages: 0	Initials: 0	Jason Jahnke
Certificate Pages: 3		
AutoNav: Enabled	Payments: 0	1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled		Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)		jason.jahnke@hhsc.state.tx.us
		IP Address: 167.137.1.16

Record Tracking

Status: Original 3/8/2017	Holder: Jason Jahnke jason.jahnke@hhsc.state.tx.us	Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 160.42.85.9	Sent: 3/8/2017 Viewed: 3/8/2017 Signed: 3/8/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	Completed Using IP Address: 167.137.1.15	Sent: 3/8/2017 Viewed: 3/23/2017 Signed: 3/23/2017
Ramon Garcia countyjudge@co.hidalgo.tx.us County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/23/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carolyn DeBoer carolyn.deboer@dshs.texas.gov Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017 Viewed: 3/8/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017 Viewed: 3/10/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/8/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/23/2017 Viewed: 3/23/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2017

Payment Events	Status	Timestamps

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-070-7-XXX (Preventive Health & Health Services)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-070-7-113	PHHS - Full-time Employees	$ 18,155.00
Fringes		
7-1293-441-00-340-070-7-211	PHHS - Health Insurance	$ 3,675.00
7-1293-441-00-340-070-7-212	PHHS - Life Insurance	$ 26.00
7-1293-441-00-340-070-7-220	PHHS - FICA	$ 1,389.00
7-1293-441-00-340-070-7-230	PHHS - Retirement	$ 2,083.00
7-1293-441-00-340-070-7-250	PHHS - Unemployment	$ 180.00
7-1293-441-00-340-070-7-260	PHHS - Workmans Comp	$ 180.00
Travel		
7-1293-441-00-340-070-7-581	PHHS - In-County Travel	$ 3,745.00
7-1293-441-00-340-070-7-583	PHHS - Out-of-County Travel	$ 2,086.00
Supplies		
7-1293-441-00-340-070-7-610	PHHS - General Supplies	$ 21,600.00
7-1293-441-00-340-070-7-660	PHHS - Furnishings & Equipment	$ 1,500.00
Other		
7-1293-441-00-340-070-7-540	PHHS - Advertising	$ 39,364.00
7-1293-441-00-340-070-7-550	PHHS - Printing & Binding	$ 20,000.00
7-1293-441-00-340-070-7-584	PHHS - Registration Fees	$ 600.00
	TOTAL APPROPRIATION	$ 114,583.00
7-1293-331-12-340-070-7-000	PHHS - Revenue	$ 114,583.00
	TOTAL APPROPRIATION	$ 114,583.00

REASON: To appropriate the Preventive Health & Health Services FY 17 grant award that belongs to the PHHS for FY 17 (6 months only)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-070-7-XXX (Preventive Health & Health Services)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-10-340-070-7-113	PHHS - Full-time Employees	$ 5,290.00
Fringes		
7-1293-441-10-340-070-7-211	PHHS - Health Insurance	$ 1,050.00
7-1293-441-10-340-070-7-212	PHHS - Life Insurance	$ 8.00
7-1293-441-10-340-070-7-220	PHHS - FICA	$ 405.00
7-1293-441-10-340-070-7-230	PHHS - Retirement	$ 607.00
7-1293-441-10-340-070-7-250	PHHS - Unemployment	$ 53.00
7-1293-441-10-340-070-7-260	PHHS - Workmans Comp	$ 53.00
Travel		
7-1293-441-10-340-070-7-581	PHHS - In-County Travel	$ 1,070.00
7-1293-441-10-340-070-7-583	PHHS - Out-of-County Travel	$ 1,250.00
Supplies		
7-1293-441-10-340-070-7-610	PHHS - General Supplies	$ 9,613.00
Other		
7-1293-441-10-340-070-7-540	PHHS - Advertising	$ 8,196.00
7-1293-441-10-340-070-7-550	PHHS - Printing & Binding	$ 3,355.00
7-1293-441-10-340-070-7-584	PHHS - Registration Fees	$ 300.00
	TOTAL APPROPRIATION	$ 31,250.00
7-1293-331-12-340-070-7-010	PHHS - Revenue	$ 31,250.00
	TOTAL APPROPRIATION	$ 31,250.00

REASON: To appropriate the portion of the Preventive Health & Health Services FY 17 grant award that belongs to the PHHS for FY 18. (2 months only)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

Preventive Health & Health Services FY 17 & Partial FY 18
Grant Application
Salary Budget
03/01/2017 - 09/30/2017
For Budget Purposes Only

Preventive Health & Health Servcies FY 17 (program 070)

						Hourly Rate				2017	2018			Fringes					Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 03/01/17 - 9/30/17	Salary Amount from 01/01/18 - 09/30/18	Fiscal Year Salary Amount 03/01/17 - 9/30/17	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	1,224	0	18,392.37	-	18,392.37	2,627.48	1,407.02	2,109.60	183.92	183.92	3,675.00	25.41	7,584.88	25,977.24
				31,255.00	**31,255.00**					**18,392.37**	**-**	**18,392.37**	**2,627.48**	**1,407.02**	**2,109.60**	**183.92**	**183.92**	**3,675.00**	**25.41**	**7,584.88**	**25,977.24**

Notes:

1 This is the salary / fringes budget for 7 months only (03/01/17 to 09/30/17)
2 A 0% cost of living increase.
3 2017 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 1,244 for 7 months. (153 working days x 8 hrs)
5 Health Insurance premium is $525.00 / month (March to Sept) ($525.00 x 7) (3,675.00)
6 Life Insurance premium is $43.56 per year / per employee. (prorated for 7 months only)
7 This grant program will continue for 4 years; Initial grant award is for partial FY 17 and for two months of FY 18.
8 Due to rounding error caused by the DSHS budget template, the difference will be adjusted in this budget as actual start date for this employee will be later than 03/01/17.

10/01/2017 - 11/30/2017
Partial FY 18 (2 months only)

Preventive Health & Health Servcies FY 18 (program 070)

						Hourly Rate				2017				Fringes					Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 10/01/17 - 11/30/17		Fiscal Year Salary Amount 10/01/17 - 11/30/17	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	352	0	5,289.31	-	5,289.31	2,644.65	404.63	606.68	52.89	52.89	1,050.00	7.26	2,174.36	7,463.67
				31,255.00	**31,255.00**					**5,289.31**	**-**	**5,289.31**	**2,644.65**	**404.63**	**606.68**	**52.89**	**52.89**	**1,050.00**	**7.26**	**2,174.36**	**7,463.67**

Notes:

1 This is the salary / fringes budget for 2 months only (10/01/17 to 11/30/17)
2 A 0% cost of living increase.
3 2017 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 352 for 2 months. (44 working days x 8 hrs)
5 Health Insurance premium is $525.00 / month for Oct & Nov ($525.00 x 2) 1,050.00
6 Life Insurance premium is $43.56 per year / per employee. (prorated for 2 months only)
7 This grant program will continue for 4 years; Initial grant award is for partial FY 17 and for two months of FY 18.

Prepared by Mike Escaname
HCHHSD
03/26/2017

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES - Preventive Health & Health Services (340-070)

DATE: 3/24/2017

CURRENT POSITION TITLE: _____

CURRENT SLOT# :

REQUESTED POSITION TITLE: Public Health Technician I

NEW SLOT # 070-0001 (Proposed)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

			Grade 7, Step 1
Salary Amount:	0.00	$ 31,255.00	$ 31,255.00
	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: PHHS FY 17 Grant (Fund-1293, Program 070)

POSITION Type:

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

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

TEMPORARY POSITIONS:

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)

This position will support the Preventive Health & Health Services grant that has been awarded to Health & Human Services Dept.

The scope of work for this program is related to the Community and Clinical Health Bureau project from the Department of State Health Services.

NEW POSITION:

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT:

DEPARTMENT HEAD	03/24/2017		X	
HUMAN RESOURCES DIRECTOR	3/29/2017		✓	
DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17		✓	
COMMISSIONERS COURT APPROVAL	Date			

HIDALGO COUNTY HEALTH & HUMAN SERVICES

PUBLIC HEALTH TECHNICIAN I

GENERAL DESCRIPTION

Performs routine (journey-level) public health work. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of diseases and injuries. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of communicable and chronic diseases

Serves as a public resource in creating awareness of health problems and programs

Disseminates information on public health and health education programs

Participates in planning and conducting health training courses

Evaluates training and education needs to promote the acceptance of public health programs

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

May evaluate work to improve efficiency and determine program effectiveness

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in public health work or related field required

Graduation from an accredited four (4) year college or university with major course work in social services, public health, or a related field

Two (2) years of experience may be substituted for one (1) year of education

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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: Wednesday, April 05, 2017

Agenda Item: 59105

Summary of request/proposal:
Health Dept - PPHS (1293): Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
[illegible]	Public Health Technician I	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]	[illegible]	[illegible]

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-070-7-	113	PHHS-	REG F/T EMPLOYEES	$15,387.08
7-1293-441-00-340-070-7-	211	PHHS-	HEALTH INSURANCE	$3,101.54
7-1293-441-00-340-070-7-	212	PHHS-	LIFE INSURANCE	$21.44
7-1293-441-00-340-070-7-	220	PHHS-	FICA	$1,177.11
7-1293-441-00-340-070-7-	230	PHHS-	RETIREMENT	$1,764.90
7-1293-441-00-340-070-7-	250	PHHS-	UNEMPLOYMENT COMP	$92.32
7-1293-441-00-340-070-7-	260	PHHS-	WORKER'S COMP	$144.64
			2017 Budgetary Impact	$21,689.03

2018 Budgetary Impact $44,055.85

Possible Funding Sources: Appropriation of grant funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, April 05, 2017 **Agenda Item:** 19105

Summary of request/proposal:
Health Dept - PPHS (1293): Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Public Health Technician	1805	113	31,166	31,285.00	119.00
				31,166	31,285.00	119.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-10-340-070-7-	113	PHHS-	REG F/T EMPLOYEES	$5,289.31
7-1293-441-10-340-070-7-	211	PHHS-	HEALTH INSURANCE	$1,050.00
7-1293-441-10-340-070-7-	212	PHHS-	LIFE INSURANCE	$7.26
7-1293-441-10-340-070-7-	220	PHHS-	FICA	$404.63
7-1293-441-10-340-070-7-	230	PHHS-	RETIREMENT	$606.68
7-1293-441-10-340-070-7-	250	PHHS-	UNEMPLOYMENT COMP	$31.74
7-1293-441-10-340-070-7-	260	PHHS-	WORKER'S COMP	$49.72
			2017 Budgetary Impact	$7,439.34

2018 Budgetary Impact $44,055.85

Possible Funding Sources: Appropriation of grant funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-59089 **Health & Human Services Dept.** **15. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - PHPR/ELC (1293):
1. Requesting approval to accept the Public Health Preparedness and Response (PHPR) and the Epidemiology and Laboratory Capacity (ELC) grant award #537-18-0355-00001 in the amount of $562,159.00 for the period of 03/01/2017 to 07/31/2018.
2. Requesting approval for County Judge to e-sign the grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $562,159.00.
4. Requesting approval of the PHPR budget appropriation in the amount of $265,921.00 and the ELC budget appropriation in the amount of $296,238.00.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot #	Position Title	Proposed Budgeted Salary	Duration
Create / (6) Temporary Part-time positions	340-068	T001-T006	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	05/01/17 - 10/21/17
Create / (4) Temporary Part-time positions	340-068	T007-T010	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	06/12/17 - 12/10/17
Create	340-069	0001	ZIKA Public Health Technician	$31,255.00	04/05/17 - 07/31/18

6. Approval to revise salary schedule(s) in accordance with Commissioners Court action.

BACKGROUND

02/06/17 - AI-58262 - Approval to submit grant application

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1293-441-00-340-068-8-XXX

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

BUDGETARY IMPACT:

No local match required; appropriation of funds.

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1293-441-00-340-069-8-XXX

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

BUDGETARY IMPACT:

No local match required; appropriation of funds.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Grant Fiscal Year 2017
County Calendar Year 2017

Attachments

Grant Contract
PHPR Budget Appropriation
ELC Budget Appropriation
Fiscal Note
Sal Proj Budget Only
PAR's JOB DESC
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:35 PM
Human Resources	Diana Munoz	03/28/2017 04:08 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/22/2017 03:37 PM
Final Approval Date: 03/31/2017		

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0355-00001 UNDER THE PUBLIC HEALTH PREPAREDNESS AND RESPONSE COOPERATIVE AGREEMENT (PHPR) AND THE EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASE PROGRAM (ELC)

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and **Hidalgo County** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding in support of public health Zika response activities (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions under the authority of the Texas Government Code Chapters 771 or 791, as applicable.

II. DURATION

The Contract is effective on **March 1, 2017** and terminates on **July 31, 2018,** unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **FIVE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS ($562,159.00).** All expenditures under the Contract will be in accordance with **ATTACHMENT C, BUDGET**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Attention: Deserie Burrell
Deserie.Burrell@dshs.state.tx.us

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Grantee
Hidalgo County
302 W. University Dr.
Edinburg, Texas 78539
Attention: Ramon Garcia
Ramon.garcia@co.hidalgo.tx.us

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
302 W. University Dr.
Edinburg, Texas 78539
Attention: Ramon Garcia
Ramon.garcia@co.hidalgo.tx.us

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VI. ADDITIONAL GRANT INFORMATION

Public Health Preparedness and Response (PHPR)
Federal Award Identification Number (FAIN): NU90TP921869-01-02
Federal Award Date: March 1, 2017
Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Name and Number: Federal, 93.069
Awarding Official Contact Information: Centers for Disease Control and Prevention, phone: (800) 232-4636
DUNS: 103110834

Epidemiology and Laboratory Capacity for Infectious Disease (ELC)
Federal Award Identification Number (FAIN): U50CK000378
Federal Award Date: March 1, 2017

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Name and Number: Federal, 93.323
Awarding Official Contact Information: Centers for Disease Control and Prevention, phone: (800) 232-4636
DUNS: 103110834

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0355-00001

DEPARTMENT OF STATE HEALTH SERVICES	**GRANTEE**
_____	_____
David Gruber	Name: _____
Associate Commissioner Division for Regional and Local Health	Title: _____
Date of execution: _____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0355-0001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - PHPR STATEMENT OF WORK
ATTACHMENT B - ELC STATEMENT OF WORK
ATTACHMENT C - BUDGET
ATTACHMENT D - UNIFORM TERMS AND CONDITIONS
ATTACHMENT E - SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT G - FFATA

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform activities in Hidalgo County (hereinafter referred to as the "Jurisdiction") in support of Public Health Preparedness and Response (PHPR) Cooperative Agreement for All-Hazards Public Health Emergencies: Zika 2016 (CDC-RFA-TP16-1602) from the Centers for Disease Control and Prevention (CDC) and in accordance with Grantee's System Agency approved work plan, as amended, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein.

B. Submit the Work Plan due to System Agency within thirty (30) days of Contract execution.

C. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of adults.

D. Address Zika Virus Disease (ZVD) planning and operational response gaps and enable Jurisdiction to provide emergency management response support that exceeds its normal capacity. Expected outcomes include:

1. Further refinement of jurisdictional ZVD response plans and identification of gaps;

2. Establishing jurisdictional incident management teams for ZVD response;

3. Exercising jurisdictional response plan components;

4. Developing risk communication plans and culturally appropriate messaging to inform the public about ZVD risks and protective measures;

5. Identifying jurisdictional resources for human surveillance, vector surveillance and control, and maternal-child health services including comprehensive services for families impacted by ZVD;

6. Implementing administrative preparedness plans for rapid implementation of service contracts;

7. Providing public health emergency management expertise, support, and response coordination to address operational gaps and coordinate jurisdictional resources.

E. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the Jurisdiction, to the affected area of the

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

state upon receipt of a written request from System Agency.

F. Submit programmatic reports as directed by System Agency in a format specified by System Agency. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. Report due dates will be listed in the most current System Agency reporting requirement schedule, to be released within thirty (30) days of the Contract effective date. Due Dates are subject to change by System Agency and or CDC. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

G. Complete an End-Of-Year performance report in a format specified by System Agency.

H. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

I. Utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts, in the event of a local, state, or federal emergency. System Agency shall reimburse Grantee up to five percent of this contract funded by CDC for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the Assigned System Agency Contract Manager as soon as possible in writing when this provision is implemented.

J. Not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

K. Ensure costs associated with this Contract are allowable and that subcontractor expenditures are approved by System Agency in writing and in compliance.

L. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's Jurisdiction to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

M. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website, and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions. Failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

III. INVOICE AND PAYMENT

A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Reports (FSR-269A) on a quarterly basis. Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and php.vouchersupport@dshs.state.tx.us

B-13 and supporting documentation should be sent to: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

FSRs should be sent to: invoices@dshs.state.tx.us, Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

B. Grantee will be reimbursed on a monthly basis and in accordance with **Attachment C, Budget**.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the contract term must be refunded to System Agency during the Contract's term. If the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term,

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT B
ELC STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform activities in Hidalgo County (hereinafter referred to as the "Jurisdiction") in support of the Epidemiology and Laboratory Capacity for Infectious Disease (ELC) Supplement for Zika Virus Surveillance and Control and U.S. Zika Pregnancy Registry Cooperative Agreement (CDC-RFA-CK14-1401PPHF-14) from the Centers for Disease Control and Prevention (CDC) and in accordance with Grantee's System Agency-approved work plan, as amended, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein.

B. Submit the work plan to System Agency for approval within sixty (60) days of Contract execution.

C. Provide Zika virus surveillance and control support that exceeds normal capacity by:

1. Developing and/or further refining jurisdictional Zika vector surveillance and control response plans to include mosquito population monitoring, identification of risk areas, and control activities to be conducted before and after identification of local transmission. Grantee must submit the aforementioned plans to System Agency within sixty (60) days of Contract execution.

2. Exercising jurisdictional *Aedes* response plan components, including a mosquito surveillance program for *Aedes*–transmitted viruses with at least monthly mosquito submissions to the System Agency laboratory. System Agency will announce the date the Arbovirus Laboratory will begin accepting mosquito specimens for virus testing for the year (generally, early May 2017).

3. Identifying jurisdictional resources available and resource gaps for Zika vector surveillance including but not limited to mosquito traps, batteries, specimen shipping material, larviciding, and adulticiding insecticides, number of public health pesticide licenses, educational materials, and any other resources devoted to mosquito prevention and control within the respective jurisdiction. Grantee will provide documentation of jurisdictional resources and gaps to System Agency within sixty (60) days of Contract execution. Grantee shall provide a follow-up on jurisdictional resources and gaps to System Agency by August 30, 2017.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

4. Developing a risk communication plan and culturally appropriate messaging to inform the public of Zika risks and measures a person can take to avoid *Aedes* mosquito bites. Grantee must submit the risk communication plan and proposed messaging to System Agency within sixty (60) days of Contract execution.

5. Identifying jurisdictional resources available and resource gaps for providing epidemiological support for investigating Zika virus infection or disease cases and suspect cases including but not limited to materials for laboratory specimen collection and submission (urine, serum), surge epidemiologists, environmental assessments, and dissemination of Zika prevention materials and/or kits in the event of local transmission.

6. Completing epidemiological investigations including environmental assessments, interviews, and additional specimen collection and laboratory submission as needed to determine if local transmission is occurring.

7. Ensuring timely submission of complete arbovirus epidemiological investigation forms to System Agency and entry in electronic disease surveillance system.

8. Communicating with healthcare providers within jurisdictional boundaries about the risk, clinical manifestations, diagnosis and prevention of Zika infections.

9. Providing public health expertise, support, and response coordination to address operational gaps and coordinate jurisdictional resources.

D. Coordinate with the System Agency Laboratory to assure the appropriate mosquito surveillance and insecticide resistance data from the Jurisdiction is entered into MosquitoNet, https://wwwn.cdc.gov/Arbonet/MosquitoNET/, either by System Agency or the Jurisdiction.

E. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's Jurisdiction, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

F. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website, and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

G. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee shall provide and submit written reports, including reports on the results from mosquito and avian specimens, for the time periods noted below by electronic mail to wnv@dshs.state.tx.us in the format specified by System Agency. Grantee shall maintain the documentation used to develop the reports. All written reports should be titled with the Grantee name, program name, contract number, and the time period of the report. The reporting dates and applicable periods are as follows:

PERIOD COVERED	REPORT DUE DATE
March, April, May	June 30, 2017
June, July, August	September 30, 2017
September, October, November	December 31, 2017
December, January, February	March 30, 2018
March, April, May	June 30, 2018
June and July	August 31, 2018

H. Complete and submit to System Agency an End-Of-Year performance report in a format specified by System Agency no later than August 15, 2018.

I. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

J. Not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

K. Comply with all applicable regulations, standards and guidelines, as amended.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Attachment B and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Reports (FSR-269A) on a quarterly basis. Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us, and Php.vouchersupport@dshs.state.tx.us

B-13 and supporting documentation should be sent to: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us, and Php.vouchersupport@dshs.state.tx.us

FSRs should be sent to: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us, and FSRGrants@dshs.state.tx.us

B. Grantee will be reimbursed on a monthly basis and in accordance with **Attachment C, Budget**.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

D. Grantee may request a one-time working capital advance not to exceed twelve (12%) percent of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. If the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT C
BUDGET

Grantee: **Hidalgo County**

Budget Categories	**PHPR (03/01/2017 – 06/30/2018)**	**ELC (03/01/2017 – 07/31/2018)**	**VC (03/01/2017 – 07/31/2018)**	**TOTAL FY 18 Budget Summary**
Personnel	$ 93,600.00	$ 42,304.00	$ 0.00	$ 135,904.00
Fringe Benefits	$ 18,205.00	$ 8,228.00	$ 0.00	$ 26,433.00
Travel	$ 6,864.00	$ 0.00	$ 0.00	$ 6,864.00
Equipment	$ 0.00	$ 0.00	$ 84,310.00	$ 84,310.00
Supplies	$ 58,740.00	$ 0.00	$ 58,136.00	$ 116,876.00
Contractual	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Other	$ 88,512.00	$ 103,260.00	$ 0.00	$ 191,772.00
Sum of Direct Costs	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**
Indirect Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Sum of Total Direct Costs and Indirect Costs	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**
TOTAL	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**

Grantee must expend funds within the applicable specified time periods noted above.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT E
SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The following supplemental conditions apply to this Contract and modify the HHS Uniform Terms and Conditions:

A. Section 7.02, Records, Audit and Disclosure, is revised to include the following:

In addition to the site visits authorized by this Article of the Uniform Terms and Conditions, Grantee will allow System Agency to conduct on-site quality assurance reviews of Grantee. Grantee will comply with all System Agency documentation requests and on-site visits. Grantee will make available for review all documents related to the Contract, upon request by the System Agency Program staff.

B. The following sections of the Uniform Terms and Conditions do not apply to interagency or interlocal contracts authorized under Texas Government Code Chapters 771 and 791, respectively:

1. Section 2.04, Debt to State and Corporate Status;
2. Section 2.05, Application of Payment Due;
3. Section 9.02, Insurance; and
4. Section 9.05, Indemnity.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

SECTION 1.06 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

1. Continue provision of services in response to a disaster declared by the governor; or
2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.07 LOCAL, STATE, OR FEDERAL EMERGENCY

In the event of another local, state, or federal emergency the Grantee has the authority to utilize approximately five percent of the Grantee's staff's time supporting this Contract for response efforts. System Agency shall reimburse Grantee up to five percent (5%) of this Contract funded by CDC for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the Assigned Contract Manager in writing when this provision is implemented.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Certificate Of Completion

Envelope Id: 02AE752E255745B3A1EC4D483A6DC2A1
Status: Sent
Subject: $562,159.00; DSHS Contract No. 537-18-0355-00001; HIDALGO; RLHS- CPS ZIKA
Source Envelope:
Document Pages: 40
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Rosalyn Lazare-Payne
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
rosalyn.lazare-payne@hhsc.state.tx.us
IP Address: 167.137.1.13

Record Tracking

Status: Original
3/16/2017
Holder: Rosalyn Lazare-Payne
rosalyn.lazare-payne@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ayeola Williams ayeola.williams@hhsc.state.tx.us Staff Attorney, System Contracting HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 97.77.198.2	Sent: 3/16/2017 Viewed: 3/17/2017 Signed: 3/17/2017
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/17/2017 Viewed: 3/17/2017 Signed: 3/17/2017
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/17/2017
David Gruber david.gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/17/2017
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/17/2017 Viewed: 3/17/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2017

Payment Events	Status	Timestamps

DATE: April 4, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-068-8-XXX (PHPR)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-068-8-122	PHPR - Part-time Employees	$ 93,600.00
Fringes		
7-1293-441-00-340-068-8-211	PHPR - Health Insurance	$ -
7-1293-441-00-340-068-8-212	PHPR - Life Insurance	$ -
7-1293-441-00-340-068-8-220	PHPR - FICA	$ 7,165.00
7-1293-441-00-340-068-8-230	PHPR - Retirement	$ -
7-1293-441-00-340-068-8-250	PHPR - Unemployment	$ 936.00
7-1293-441-00-340-068-8-260	PHPR - Workmans Comp	$ 936.00
Travel		
7-1293-441-00-340-068-8-581	PHPR - Travel In-County	$ 5,350.00
7-1293-441-00-340-068-8-583	PHPR - Travel Out-of-County	$ 1,514.00
Supplies		
7-1293-441-00-340-068-8-610	PHPR - General Supplies	$ 63,908.00
7-1293-441-00-340-068-8-660	PHPR - Furnishings & Equipment	$ 3,400.00
7-1293-441-00-340-068-8-650	PHPR - Software	$ 600.00
Other		
7-1293-441-00-340-068-8-540	PHPR - Advertising	$ 45,000.00
7-1293-441-00-340-068-8-550	PHPR - Printing & Binding	$ 13,512.00
7-1293-441-00-340-068-8-761	PHPR - Software	$ 30,000.00
	TOTAL APPROPRIATION	$ 265,921.00
7-1293-331-12-340-068-8-000	PHPR - Revenue	$ 265,921.00
	TOTAL APPROPRIATION	$ 265,921.00

REASON: To appropriate the (PHPR) FY 18 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

DATE: April 4, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-069-8-XXX (ELC)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-069-8-113	ELC - Full-time Employees	$ 42,304.00
Fringes		
7-1293-441-00-340-069-8-211	ELC - Health Insurance	$ 8,400.00
7-1293-441-00-340-069-8-212	ELC - Life Insurance	$ 58.00
7-1293-441-00-340-069-8-220	ELC - FICA	$ 3,240.00
7-1293-441-00-340-069-8-230	ELC - Retirement	$ 4,855.00
7-1293-441-00-340-069-8-250	ELC - Unemployment	$ 423.00
7-1293-441-00-340-069-8-260	ELC - Workmans Comp	$ 420.00
Equipment		
7-1293-441-00-340-069-8-751	ELC - Machinery & Equipment	$ 84,310.00
Supplies		
7-1293-441-00-340-069-8-610	ELC - General Supplies	$ 58,136.00
7-1293-441-00-340-069-8-660	ELC - Furnishings & Equipment	$ 7,500.00
Other		
7-1293-441-00-340-069-8-320	ELC - Professional	$ 80,760.00
7-1293-441-00-340-069-8-584	ELC - Registration Fees	$ 5,832.00
7-1293-441-00-340-069-8-761	ELC - Software	
	TOTAL APPROPRIATION	$ 296,238.00
7-1293-331-12-340-069-8-000	ELC - Revenue	$ 296,238.00
	TOTAL APPROPRIATION	$ 296,238.00

REASON: To appropriate the (ELC) FY 18 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, April 05, 2017 Agenda Item: 59089

Summary of request/proposal:
Health & Human Services - ELC (1293)-
Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	0001	113	0.00	31,255.00	31,255.00
				0.00	31,255.00	31,255.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-069-8-	113	ELC-	REG F/T EMPLOYEES	$23,200.83
7-1293-441-00-340-069-8-	211	ELC-	HEALTH INSURANCE	$4,676.54
7-1293-441-00-340-069-8-	212	ELC-	LIFE INSURANCE	$32.33
7-1293-441-00-340-069-8-	220	ELC-	FICA	$1,774.86
7-1293-441-00-340-069-8-	230	ELC-	RETIREMENT	$2,661.13
7-1293-441-00-340-069-8-	250	ELC-	UNEMPLOYMENT COMP	$139.20
7-1293-441-00-340-069-8-	260	ELC-	WORKER'S COMP	$218.09
			2017 Budgetary Impact	$32,702.98

2018 Budgetary Impact: $25,657.05

Possible Funding Sources: Appropriation

Commen

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: Wednesday, April 05, 2017 Agenda Item: 59089

Summary of request/proposal:
Health & Human Services PHPR (1293)-
Approval of the following personnel actions, effective 05/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	T001	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T002	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T003	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T004	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T005	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T006	121	0.00	9,360.00	9,360.00
				0.00	56,160.00	56,160.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-068-8-	113	PHPR-	REG F/T EMPLOYEES	$28,080.00
7-1293-441-00-340-068-8-	211	PHPR-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-068-8-	212	PHPR-	LIFE INSURANCE	$0.00
7-1293-441-00-340-068-8-	220	PHPR-	FICA	$2,148.12
7-1293-441-00-340-068-8-	230	PHPR-	RETIREMENT	$0.00
7-1293-441-00-340-068-8-	250	PHPR-	UNEMPLOYMENT COMP	$168.48
7-1293-441-00-340-068-8-	260	PHPR-	WORKER'S COMP	$263.95
			2017 Budgetary Impact	$30,660.55

Possible Funding Sources: Appropriation

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: Wednesday, April 05, 2017 Agenda Item: 59089

Summary of request/proposal:
Health & Human Services PHPR (1293)-
Approval of the following personnel actions, effective 06/12/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	T001	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T002	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T003	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T004	121	0.00	9,360.00	9,360.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-068-8-	113	PHPR-	REG F/T EMPLOYEES	$18,720.00
7-1293-441-00-340-068-8-	211	PHPR-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-068-8-	212	PHPR-	LIFE INSURANCE	$0.00
7-1293-441-00-340-068-8-	220	PHPR-	FICA	$1,432.08
7-1293-441-00-340-068-8-	230	PHPR-	RETIREMENT	$0.00
7-1293-441-00-340-068-8-	250	PHPR-	UNEMPLOYMENT COMP	$112.32
7-1293-441-00-340-068-8-	260	PHPR-	WORKER'S COMP	$175.97
			2017 Budgetary Impact	$20,440.37

Possible Funding Sources: Appropriation

Comments:

ZIKA (ELC) FY 18
Grant Application
Salary Budget
05/01/2017 - 7/31/2018
For Budget Purposes Only

ZIKA FY 18 (program 068 & 069) $ 562,159.00

							Hourly Rate				2017	2018			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Proposed Budgeted Salary	Actual Salary (PHEP Progam) (current)	ZIKA Program Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3 %	# of Hours in 2017	# of Hours in 2018	Salary Amount from 05/01/17 - 12/31/17	Salary Amount from 01/01/18 - 07/31/18	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant (Grade 7, Step 1)	(FULL-TIME) Public Health Technician I	31,255.00	31,255.00	32,192.65	15.0264	15.4772	1,400	1,240	21,037.02	19,191.77	40,228.79	2,514.30	3,077.50	4,614.24	402.29	402.29	8,400.00	58.08	16,954.40	57,183.19
				31,255.00	**31,255.00**	**32,192.65**							**40,228.79**	**2,514.30**	**3,077.50**	**4,614.24**	**402.29**	**402.29**	**8,400.00**	**58.08**	**16,954.40**	**57,183.19**

1 This schedule was prepared when the grant application was submitted to DSHS on 02/06/2017; Revised 03/31/17 to reflect more realistic employment dates.

2 Full-Time Publc Health Tech I was budgeted for 16 months from 03/01/2017 to 06/30/2018 but has been revised to 05/01/17 to 07/31/18 as more realistice employment dates.

3 Part-Time Temporay Public Health Techs are budgeted for 6 months only at 30 hrs weekly at $12/hr.

4 2017 fringe benefit rates are used as this is the latest information available at this time. (As approved by CC on 09/27/2016),

5 Health Insurance contribution rate = $525.00 per month; Life Insurance contribution rate = $43.56.annual.

6 No Health Insurane, Life Insurance or Retirement is budgeted for Temporary Public Health Techs

7 Actual work hours in grant period used which total to 2,784 for FY 18 for Full-Time Public Health Technician I

8 Actual work hours in 6 months period for Temporary Public Health Techs is 780 hours. (6 hrs per day; 30 hrs weekly)

ZIKA (ELC) FY 18 AWARD = $ 153,792.00

Available for Operating Costs = **96,608.81**

ZIKA (PHPR) FY 18
Salary Budget
Temporay Employees to work no more than 6 months
(05/01/2017 to 10/29/2017 & 06/12/2017 to 12/10/2017)

0001-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0002-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0003-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0004-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0005-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I				12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0006-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I				12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0007-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24

Prepared by Mike Escaname
HCHHSD
02/05/2017
Updated on 03/31/17

0008-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0009-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0010-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
													93,600.00		7,160.40	0.00	936.00	936.00	0.00	0.00	9,032.40	102,632.40

Prepared by Mike Escaname
HCHHSD
02/05/2017
Updated on 03/31/17

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-068) PHPR/ELC

DATE: 3/23/2017

CURRENT POSITION TITLE:

CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician ~~(Temp)~~

NEW SLOT # 068-T0001 ~~to T0006~~ T002, T003, T004, T005, T006

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	$ 9,360 x 6 = $56,160.00	$ 56,160.00
	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 PHPR FY 18 Grants (F-1293, Program 068)

POSITION Type:

Full Time Employee Object 113	[ ]	Part Time Employee Object 114	[ ] $12.00 Enter hourly rate for temp. positions
Full Time Employee Object 121	[X]	Part Time Temporary Object 122	[ ] $ 12.00 Hourly Rate x 780 = $9,360 x 6 = $56,160.00 Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

5/1/2017	10/29/2017	Mon-Friday 6 hrs/day	30	6 months (26 weeks)
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	[X]		

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

This is for six slots of the ten temporary part-time positions that will be performing activities that will support the PHPR (ZIKA) grant.

Temporary Part-Time positions work hours will consist of up to 5 days per week; up to 30 hrs weekly.

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

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/28/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-068) DATE: 3/23/2017

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician ~~(Temp)~~ NEW SLOT # 068-T0007 ~~to T0010~~ T008, T009, T010

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: 0.00 (Current G&S/ Budgeted Salary) $ 9360 x 4 = 37,440.00 ~~0.00~~ (Proposed G&S/ Budgeted Salary) $ $37,440.00 ~~0.00~~ (Net Change)

Position to be funded from one of the following:

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

[X] Other PHPR FY 18 Grants (F-1293, Program 068)

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $12.00 Enter hourly rate for temp. positions

Full Time Employee Object 121 [X] Part Time Temporary Object 122 [ ] $ 12.00 Hourly Rate x 780 = 9360 x 4 = $37,440.00 Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

6/12/2017	12/10/2017	Mon-Friday 6 hrs/day	30	6 months (24 weeks)
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

FLSA:
Exempt [ ]
Non-Exempt [ ]

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

This is for FOUR slots of the ten temporary part-time positions that will be performing activities that will support the PHPR (ZIKA) grant.

Temporary Part-Time positions work hours will consist of up to 5 days per week; up to 30 hrs weekly.

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

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/28/2017 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-069) DATE: 3/24/2017

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician NEW SLOT # 069-0001

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

					Grade 7, Step 1
Salary Amount:	0.00	$	31,255.00	$	31,255.00
	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 ELC FY 18 Grant (F-1293, Program 069)

POSITION Type:

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

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

TEMPORARY POSITIONS:

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)

This position will support the Epidemiology & Laboratory Capacity grant that has been awarded to Health & Human Services Dept.

The scope of work for this program is to initiate response activities to the the ZIKA public health threat.

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

See 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	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	3/28/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

ZIKA PUBLIC HEALTH TECHNICIAN (TEMP)

GENERAL DESCRIPTION

Performs routine (entry-level) public health work related to surveillance, preparedness and response of Zika Virus. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus

Serves as a public resource in creating awareness of Zika virus updates

Disseminates Zika Virus information on public health and health education programs

Participates in planning and conducting Zika Virus health training courses

Evaluates training and education needs to promote the acceptance of public health programs related to Zika Virus and mosquito-borne illnesses

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations related to Zika Virus and mosquito-borne illnesses

Conducts Zika Virus disease and mosquito surveillance for disease identification and prevention

Mosquito trapping and collection in the field

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

At least one to two (1-2) years of experience in public health work or related field is preferred; or

At least 60 hours of college or university with major course work in infectious disease, entomology, biology, public health, environmental sciences or related field; or,

Graduation from a four (4) year college or institution preferred.

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

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.

Field work may be required

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 HEALTH & HUMAN SERVICES

ZIKA PUBLIC HEALTH TECHNICIAN

GENERAL DESCRIPTION

Performs routine (journey-level) public health work related to surveillance, preparedness and response of Zika Virus. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus

Serves as a public resource in creating awareness of Zika virus updates

Disseminates Zika Virus information on public health and health education programs

Participates in planning and conducting Zika Virus health training courses

Evaluates training and education needs to promote the acceptance of public health programs related to Zika Virus and mosquito-borne illnesses

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations related to Zika Virus and mosquito-borne illnesses

Conducts Zika Virus disease and mosquito surveillance for disease identification and prevention

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited four (4) year college or university with major course work in infectious disease, entomology, biology, public health, or related field required;

One to two (1-2) years of experience in public health work or related field preferred.

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

April 3, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
	Award No. 537-18-0355-00001
$265,921.00	Public Health Preparedness and Response (PHPR) (Program Number 068)
$296,238.00	Epidemiology and Laboratory Capacity for Infectious Disease (ELC) (Program Number 069)

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 4/4/17

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. | L. RENO VASQUEZ JUDGE, 398th D.C. | ISRAEL RAMON, JR JUDGE, 430th D.C. | RENEE R. BETANCOURT JUDGE, 449th D.C.

AI-59089 **Health & Human Services Dept.** **19. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - PHPR/ELC (1293):
1. Requesting approval to accept the Public Health Preparedness and Response (PHPR) and the Epidemiology and Laboratory Capacity (ELC) grant award #537-18-0355-00001 in the amount of $562,159.00 for the period of 03/01/2017 to 07/31/2018.
2. Requesting approval for County Judge to e-sign the grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $562,159.00.
4. Requesting approval of the PHPR budget appropriation in the amount of $265,921.00 and the ELC budget appropriation in the amount of $296,238.00.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot #	Position Title	Proposed Budgeted Salary	Duration
Create / (6) Temporary Part-time positions	340-068	T001-T006	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	05/01/17 - 10/21/17
Create / (4) Temporary Part-time positions	340-068	T007-T010	ZIKA Public Health Technician	$9,360.00/yr - $12.00/hr	06/12/17 - 12/10/17
Create	340-069	0001	ZIKA Public Health Technician	$31,255.00	04/05/17 - 07/31/18

6. Approval to revise salary schedule(s) in accordance with Commissioners Court action.

BACKGROUND

02/06/17 - AI-58262 - Approval to submit grant application

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-068-8-XXX

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

BUDGETARY IMPACT:

No local match required.

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-069-8-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Grant Contract
PHPR Budget Appropriation
ELC Budget Appropriation
PAR FORMS
JOB DESCRIPTION
Fiscal Note
Sal Proj Budget Only

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:35 PM
Human Resources	Diana Munoz	03/28/2017 04:08 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 03/22/2017 03:37 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Thursday, March 23, 2017 9:10 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: rene.cavazos@hchd.org
Subject: Request - Certification of Revenue - $562,159.00 - PHPR & ELC (ZIKA)
Attachments: 537-18-0355-00001 ZIKA.pdf; AI-59089 Acceptance of ZIKA grant 040517.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue for the attached grant that we received.

Please reference AI-59089 as this grant contract includes two CFDA numbers within the same grant contract.

Please review the caption as well as I am appropriating two separate budgets to match the two CFDA programs. (I have selected program 068 & 069 as the program numbers for both of these CFDA's)

We plan to present this to CC on 04/05/17.

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0355-00001 UNDER THE PUBLIC HEALTH PREPAREDNESS AND RESPONSE COOPERATIVE AGREEMENT (PHPR) AND THE EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASE PROGRAM (ELC)

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and **Hidalgo County** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding in support of public health Zika response activities (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions under the authority of the Texas Government Code Chapters 771 or 791, as applicable.

II. DURATION

The Contract is effective on **March 1, 2017** and terminates on **July 31, 2018,** unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **FIVE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS ($562,159.00).** All expenditures under the Contract will be in accordance with **ATTACHMENT C, BUDGET**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Attention: Deserie Burrell
Deserie.Burrell@dshs.state.tx.us

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Grantee
Hidalgo County
302 W. University Dr.
Edinburg, Texas 78539
Attention: Ramon Garcia
Ramon.garcia@co.hidalgo.tx.us

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
302 W. University Dr.
Edinburg, Texas 78539
Attention: Ramon Garcia
Ramon.garcia@co.hidalgo.tx.us

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VI. ADDITIONAL GRANT INFORMATION

Public Health Preparedness and Response (PHPR)
Federal Award Identification Number (FAIN): NU90TP921869-01-02
Federal Award Date: March 1, 2017
Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Name and Number: Federal, 93.069
Awarding Official Contact Information: Centers for Disease Control and Prevention, phone: (800) 232-4636
DUNS: 103110834

Epidemiology and Laboratory Capacity for Infectious Disease (ELC)
Federal Award Identification Number (FAIN): U50CK000378
Federal Award Date: March 1, 2017

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Name and Number: Federal, 93.323
Awarding Official Contact Information: Centers for Disease Control and Prevention, phone: (800) 232-4636
DUNS: 103110834

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0355-00001

DEPARTMENT OF STATE HEALTH SERVICES	GRANTEE
_____	_____
David Gruber	Name: _____
Associate Commissioner Division for Regional and Local Health	Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0355-0001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A -	PHPR STATEMENT OF WORK
ATTACHMENT B -	ELC STATEMENT OF WORK
ATTACHMENT C -	BUDGET
ATTACHMENT D -	UNIFORM TERMS AND CONDITIONS
ATTACHMENT E -	SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT F -	FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT G -	FFATA

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform activities in Hidalgo County (hereinafter referred to as the "Jurisdiction") in support of Public Health Preparedness and Response (PHPR) Cooperative Agreement for All-Hazards Public Health Emergencies: Zika 2016 (CDC-RFA-TP16-1602) from the Centers for Disease Control and Prevention (CDC) and in accordance with Grantee's System Agency approved work plan, as amended, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein.

B. Submit the Work Plan due to System Agency within thirty (30) days of Contract execution.

C. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of adults.

D. Address Zika Virus Disease (ZVD) planning and operational response gaps and enable Jurisdiction to provide emergency management response support that exceeds its normal capacity. Expected outcomes include:

1. Further refinement of jurisdictional ZVD response plans and identification of gaps;

2. Establishing jurisdictional incident management teams for ZVD response;

3. Exercising jurisdictional response plan components;

4. Developing risk communication plans and culturally appropriate messaging to inform the public about ZVD risks and protective measures;

5. Identifying jurisdictional resources for human surveillance, vector surveillance and control, and maternal-child health services including comprehensive services for families impacted by ZVD;

6. Implementing administrative preparedness plans for rapid implementation of service contracts;

7. Providing public health emergency management expertise, support, and response coordination to address operational gaps and coordinate jurisdictional resources.

E. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the Jurisdiction, to the affected area of the

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

state upon receipt of a written request from System Agency.

F. Submit programmatic reports as directed by System Agency in a format specified by System Agency. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. Report due dates will be listed in the most current System Agency reporting requirement schedule, to be released within thirty (30) days of the Contract effective date. Due Dates are subject to change by System Agency and or CDC. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

G. Complete an End-Of-Year performance report in a format specified by System Agency.

H. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

I. Utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts, in the event of a local, state, or federal emergency. System Agency shall reimburse Grantee up to five percent of this contract funded by CDC for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the Assigned System Agency Contract Manager as soon as possible in writing when this provision is implemented.

J. Not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

K. Ensure costs associated with this Contract are allowable and that subcontractor expenditures are approved by System Agency in writing and in compliance.

L. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's Jurisdiction to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

M. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website, and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions. Failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

III. INVOICE AND PAYMENT

A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Reports (FSR-269A) on a quarterly basis. Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and php.vouchersupport@dshs.state.tx.us

B-13 and supporting documentation should be sent to: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

FSRs should be sent to: invoices@dshs.state.tx.us, Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

B. Grantee will be reimbursed on a monthly basis and in accordance with **Attachment C, Budget**.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the contract term must be refunded to System Agency during the Contract's term. If the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term,

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT A
PHPR STATEMENT OF WORK

System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT B
ELC STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform activities in Hidalgo County (hereinafter referred to as the "Jurisdiction") in support of the Epidemiology and Laboratory Capacity for Infectious Disease (ELC) Supplement for Zika Virus Surveillance and Control and U.S. Zika Pregnancy Registry Cooperative Agreement (CDC-RFA-CK14-1401PPHF-14) from the Centers for Disease Control and Prevention (CDC) and in accordance with Grantee's System Agency-approved work plan, as amended, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein.

B. Submit the work plan to System Agency for approval within sixty (60) days of Contract execution.

C. Provide Zika virus surveillance and control support that exceeds normal capacity by:

1. Developing and/or further refining jurisdictional Zika vector surveillance and control response plans to include mosquito population monitoring, identification of risk areas, and control activities to be conducted before and after identification of local transmission. Grantee must submit the aforementioned plans to System Agency within sixty (60) days of Contract execution.

2. Exercising jurisdictional *Aedes* response plan components, including a mosquito surveillance program for *Aedes*–transmitted viruses with at least monthly mosquito submissions to the System Agency laboratory. System Agency will announce the date the Arbovirus Laboratory will begin accepting mosquito specimens for virus testing for the year (generally, early May 2017).

3. Identifying jurisdictional resources available and resource gaps for Zika vector surveillance including but not limited to mosquito traps, batteries, specimen shipping material, larviciding, and adulticiding insecticides, number of public health pesticide licenses, educational materials, and any other resources devoted to mosquito prevention and control within the respective jurisdiction. Grantee will provide documentation of jurisdictional resources and gaps to System Agency within sixty (60) days of Contract execution. Grantee shall provide a follow-up on jurisdictional resources and gaps to System Agency by August 30, 2017.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

4. Developing a risk communication plan and culturally appropriate messaging to inform the public of Zika risks and measures a person can take to avoid *Aedes* mosquito bites. Grantee must submit the risk communication plan and proposed messaging to System Agency within sixty (60) days of Contract execution.

5. Identifying jurisdictional resources available and resource gaps for providing epidemiological support for investigating Zika virus infection or disease cases and suspect cases including but not limited to materials for laboratory specimen collection and submission (urine, serum), surge epidemiologists, environmental assessments, and dissemination of Zika prevention materials and/or kits in the event of local transmission.

6. Completing epidemiological investigations including environmental assessments, interviews, and additional specimen collection and laboratory submission as needed to determine if local transmission is occurring.

7. Ensuring timely submission of complete arbovirus epidemiological investigation forms to System Agency and entry in electronic disease surveillance system.

8. Communicating with healthcare providers within jurisdictional boundaries about the risk, clinical manifestations, diagnosis and prevention of Zika infections.

9. Providing public health expertise, support, and response coordination to address operational gaps and coordinate jurisdictional resources.

D. Coordinate with the System Agency Laboratory to assure the appropriate mosquito surveillance and insecticide resistance data from the Jurisdiction is entered into MosquitoNet, https://wwwn.cdc.gov/Arbonet/MosquitoNET/, either by System Agency or the Jurisdiction.

E. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's Jurisdiction, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

ATTACHMENT B
ELC STATEMENT OF WORK

F. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website, and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

G. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee shall provide and submit written reports, including reports on the results from mosquito and avian specimens, for the time periods noted below by electronic mail to wnv@dshs.state.tx.us in the format specified by System Agency. Grantee shall maintain the documentation used to develop the reports. All written reports should be titled with the Grantee name, program name, contract number, and the time period of the report. The reporting dates and applicable periods are as follows:

PERIOD COVERED	REPORT DUE DATE
March, April, May	June 30, 2017
June, July, August	September 30, 2017
September, October, November	December 31, 2017
December, January, February	March 30, 2018
March, April, May	June 30, 2018
June and July	August 31, 2018

H. Complete and submit to System Agency an End-Of-Year performance report in a format specified by System Agency no later than August 15, 2018.

I. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

J. Not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

K. Comply with all applicable regulations, standards and guidelines, as amended.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Attachment B and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Reports (FSR-269A) on a quarterly basis. Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us, and
Php.vouchersupport@dshs.state.tx.us

B-13 and supporting documentation should be sent to: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us, and Php.vouchersupport@dshs.state.tx.us

FSRs should be sent to: invoices@dshs.state.tx.us, wnv@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us, and FSRGrants@dshs.state.tx.us

B. Grantee will be reimbursed on a monthly basis and in accordance with **Attachment C, Budget**.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

D. Grantee may request a one-time working capital advance not to exceed twelve (12%) percent of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. If the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT C
BUDGET

Grantee: **Hidalgo County**

Budget Categories	**PHPR (03/01/2017 – 06/30/2018)**	**ELC (03/01/2017 – 07/31/2018)**	**VC (03/01/2017 – 07/31/2018)**	**TOTAL FY 18 Budget Summary**
Personnel	$ 93,600.00	$ 42,304.00	$ 0.00	$ 135,904.00
Fringe Benefits	$ 18,205.00	$ 8,228.00	$ 0.00	$ 26,433.00
Travel	$ 6,864.00	$ 0.00	$ 0.00	$ 6,864.00
Equipment	$ 0.00	$ 0.00	$ 84,310.00	$ 84,310.00
Supplies	$ 58,740.00	$ 0.00	$ 58,136.00	$ 116,876.00
Contractual	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Other	$ 88,512.00	$ 103,260.00	$ 0.00	$ 191,772.00
Sum of Direct Costs	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**
Indirect Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Sum of Total Direct Costs and Indirect Costs	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**
TOTAL	**$ 265,921.00**	**$ 153,792.00**	**$ 142,446.00**	**$ 562,159.00**

Grantee must expend funds within the applicable specified time periods noted above.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

TEXAS
Health and Human
Services Commission

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.01 Definitions 4
1.02 Interpretive Provisions 5
ARTICLE II Payment Methods and Restrictions 6
2.01 Payment Methods 6
2.02 Final Billing Submission 6
2.03 Financial Status Reports (FSRs) 7
2.04 Debt to State and Corporate Status 7
2.05 Application of Payment Due 7
2.06 Use of Funds 7
2.07 Use for Match Prohibited 7
2.08 Program Income 7
2.09 Nonsupplanting 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.01 Funding 8
3.02 No debt Against the State 8
3.03 Debt to State 8
3.04 Recapture of Funds 8
ARTICLE IV Allowable Costs and Audit Requirements 9
4.01 Allowable Costs. 9
4.02 Independent Single or Program-Specific Audit 10
4.03 Submission of Audit 10
Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.01 General Affirmations 11
5.02 Federal Assurances 11
5.03 Federal Certifications 11
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY 11
6.01 Ownership 11
6.02 Intellectual Property 11
ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE 11
7.01 Books and Records 11
7.02 Access to records, books, and documents 12

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.03 Response/compliance with audit or inspection findings 12
7.04 SAO Audit 12
7.05 Confidentiality 13
7.06 Public Information Act 13
ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION 13
8.01 Contract Management 13
8.02 Termination for Convenience 13
8.03 Termination for Cause 13
8.04 Equitable Settlement 14
ARTICLE IX MISCELLANEOUS PROVISIONS 14
9.01 Amendment 14
9.02 Insurance 14
9.03 Legal Obligations 14
9.04 Permitting and Licensure 14
9.05 Indemnity 15
9.06 Assignments 15
9.07 Relationship of the Parties 15
9.08 Technical Guidance Letters 16
9.09 Governing Law and Venue 16
9.11 Survivability 16
9.12 Force Majeure 17
9.13 No Waiver of Provisions 17
9.14 Publicity 17
9.15 Prohibition on Non-compete Restrictions 17
9.16 No Waiver of Sovereign Immunity 17
9.17 Entire Contract and Modification 17
9.18 Counterparts 17
9.19 Proper Authority 18
9.20 Employment Verification 18
9.21 Civil Rights 18

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

ATTACHMENT E
SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The following supplemental conditions apply to this Contract and modify the HHS Uniform Terms and Conditions:

A. Section 7.02, Records, Audit and Disclosure, is revised to include the following:

In addition to the site visits authorized by this Article of the Uniform Terms and Conditions, Grantee will allow System Agency to conduct on-site quality assurance reviews of Grantee. Grantee will comply with all System Agency documentation requests and on-site visits. Grantee will make available for review all documents related to the Contract, upon request by the System Agency Program staff.

B. The following sections of the Uniform Terms and Conditions do not apply to interagency or interlocal contracts authorized under Texas Government Code Chapters 771 and 791, respectively:

1. Section 2.04, Debt to State and Corporate Status;
2. Section 2.05, Application of Payment Due;
3. Section 9.02, Insurance; and
4. Section 9.05, Indemnity.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

SECTION 1.06 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.07 LOCAL, STATE, OR FEDERAL EMERGENCY

In the event of another local, state, or federal emergency the Grantee has the authority to utilize approximately five percent of the Grantee's staff's time supporting this Contract for response efforts. System Agency shall reimburse Grantee up to five percent (5%) of this Contract funded by CDC for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the Assigned Contract Manager in writing when this provision is implemented.

Remainder of Page Intentionally Left Blank.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DocuSign Envelope ID: 02AE752E-2557-45B3-A1EC-4D483A6DC2A1

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DocuSign SECURED

Certificate Of Completion

Envelope Id: 02AE752E255745B3A1EC4D483A6DC2A1
Status: Sent
Subject: $562,159.00; DSHS Contract No. 537-18-0355-00001; HIDALGO; RLHS- CPS ZIKA
Source Envelope:
Document Pages: 40
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Rosalyn Lazare-Payne
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
rosalyn.lazare-payne@hhsc.state.tx.us
IP Address: 167.137.1.13

Record Tracking

Status: Original
3/16/2017
Holder: Rosalyn Lazare-Payne
rosalyn.lazare-payne@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ayeola Williams ayeola.williams@hhsc.state.tx.us Staff Attorney, System Contracting HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 97.77.198.2	Sent: 3/16/2017 Viewed: 3/17/2017 Signed: 3/17/2017
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/17/2017 Viewed: 3/17/2017 Signed: 3/17/2017
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/17/2017
David Gruber david.gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/16/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/17/2017
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/17/2017 Viewed: 3/17/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2017

Payment Events	Status	Timestamps

DATE: April 4, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-068-8-XXX (PHPR)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-068-8-122	PHPR - Part-time Employees	$ 93,600.00
Fringes		
7-1293-441-00-340-068-8-211	PHPR - Health Insurance	$ -
7-1293-441-00-340-068-8-212	PHPR - Life Insurance	$ -
7-1293-441-00-340-068-8-220	PHPR - FICA	$ 7,165.00
7-1293-441-00-340-068-8-230	PHPR - Retirement	$ -
7-1293-441-00-340-068-8-250	PHPR - Unemployment	$ 936.00
7-1293-441-00-340-068-8-260	PHPR - Workmans Comp	$ 936.00
Travel		
7-1293-441-00-340-068-8-581	PHPR - Travel In-County	$ 5,350.00
7-1293-441-00-340-068-8-583	PHPR - Travel Out-of-County	$ 1,514.00
Supplies		
7-1293-441-00-340-068-8-610	PHPR - General Supplies	$ 63,908.00
7-1293-441-00-340-068-8-660	PHPR - Furnishings & Equipment	$ 3,400.00
7-1293-441-00-340-068-8-650	PHPR - Software	$ 600.00
Other		
7-1293-441-00-340-068-8-540	PHPR - Advertising	$ 45,000.00
7-1293-441-00-340-068-8-550	PHPR - Printing & Binding	$ 13,512.00
7-1293-441-00-340-068-8-761	PHPR - Software	$ 30,000.00
	TOTAL APPROPRIATION	$ 265,921.00
7-1293-331-12-340-068-8-000	PHPR - Revenue	$ 265,921.00
	TOTAL APPROPRIATION	$ 265,921.00

REASON: To appropriate the (PHPR) FY 18 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

DATE: April 4, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-069-8-XXX (ELC)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
7-1293-441-00-340-069-8-113	ELC - Full-time Employees	$ 42,304.00
Fringes		
7-1293-441-00-340-069-8-211	ELC - Health Insurance	$ 8,400.00
7-1293-441-00-340-069-8-212	ELC - Life Insurance	$ 58.00
7-1293-441-00-340-069-8-220	ELC - FICA	$ 3,240.00
7-1293-441-00-340-069-8-230	ELC - Retirement	$ 4,855.00
7-1293-441-00-340-069-8-250	ELC - Unemployment	$ 423.00
7-1293-441-00-340-069-8-260	ELC - Workmans Comp	$ 420.00
Equipment		
7-1293-441-00-340-069-8-751	ELC - Machinery & Equipment	$ 84,310.00
Supplies		
7-1293-441-00-340-069-8-610	ELC - General Supplies	$ 58,136.00
7-1293-441-00-340-069-8-660	ELC - Furnishings & Equipment	$ 7,500.00
Other		
7-1293-441-00-340-069-8-320	ELC - Professional	$ 80,760.00
7-1293-441-00-340-069-8-584	ELC - Registration Fees	$ 5,832.00
7-1293-441-00-340-069-8-761	ELC - Software	
	TOTAL APPROPRIATION	$ 296,238.00
7-1293-331-12-340-069-8-000	ELC - Revenue	$ 296,238.00
	TOTAL APPROPRIATION	$ 296,238.00

REASON: To appropriate the (ELC) FY 18 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

ZIKA (ELC) FY 18
Grant Application
Salary Budget
05/01/2017 - 7/31/2018
For Budget Purposes Only

ZIKA FY 18 (program 068 & 069) $ 562,159.00

							Hourly Rate				2017	2018			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Proposed Budgeted Salary	Actual Salary (PHEP Progam) (current)	ZIKA Program Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3 %	# of Hours in 2017	# of Hours in 2018	Salary Amount from 05/01/17 - 12/31/17	Salary Amount from 01/01/18 - 07/31/18	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.47%)	Unemployment (.81%)	Workers Comp (.81%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001		Vacant (Grade 7, Step 1)	(FULL-TIME) Public Health Technician I	31,255.00	31,255.00	32,192.65	15.0264	15.4772	1,400	1,240	21,037.02	19,191.77	40,228.79	2,514.30	3,077.50	4,614.24	402.29	402.29	8,400.00	58.08	16,954.40	57,183.19
				31,255.00	**31,255.00**	**32,192.65**							**40,228.79**	**2,514.30**	**3,077.50**	**4,614.24**	**402.29**	**402.29**	**8,400.00**	**58.08**	**16,954.40**	**57,183.19**

1 This schedule was prepared when the grant application was submitted to DSHS on 02/06/2017; Revised 03/31/17 to reflect more realistic employment dates.

2 Full-Time Public Health Tech I was budgeted for 18 months from 03/01/2017 to 06/30/2018 but has been revised to 05/01/17 to 07/31/18 as more realistice employment dates.

3 Part-Time Temporay Public Health Techs are budgeted for 6 months only at 30 hrs weekly at $12/hr.

4 2017 fringe benefit rates are used as this is the latest information available at this time. (As approved by CC on 09/27/2016).

5 Health Insurance contribution rate = $525.00 per month; Life Insurance contribution rate = $43.56 annual.

6 No Health Insurane, Life Insurance or Retirement is budgeted for Temporary Public Health Techs

7 Actual work hours in grant period used which total to 2,784 for FY 18 for Full-Time Public Health Technician I

8 Actual work hours in 6 months period for Temporary Public Health Techs is 780 hours. (6 hrs per day; 30 hrs weekly)

ZIKA (ELC) FY 18 AWARD = $ 153,792.00

Available for Operating Costs = **98,608.81**

ZIKA (PHPR) FY 18
Salary Budget
Temporay Employees to work no more than 6 months
(05/01/2017 to 10/29/2017 & 06/12/2017 to 12/10/2017)

0001-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0002-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0003-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0004-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0005-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I				12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0006-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I				12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0007-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24

Prepared by Mike Escaname
HCHHSD
02/05/2017
Updated on 03/31/17

0008-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0009-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
0010-T		Temp ($12 / Hr)	(TEMPORARY) Public Health Technician I			-	12.0000		780		9,360.00	-	9,360.00	1,560.00	716.04		93.60	93.60			903.24	10,263.24
													93,600.00		7,160.40	0.00	936.00	936.00	0.00	0.00	9,032.40	102,632.40

Prepared by Mike Escaname
HCHHSD
02/05/2017
Updated on 03/31/17

HIDALGO COUNTY HEALTH & HUMAN SERVICES

ZIKA PUBLIC HEALTH TECHNICIAN (TEMP)

GENERAL DESCRIPTION

Performs routine (entry-level) public health work related to surveillance, preparedness and response of Zika Virus. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus

Serves as a public resource in creating awareness of Zika virus updates

Disseminates Zika Virus information on public health and health education programs

Participates in planning and conducting Zika Virus health training courses

Evaluates training and education needs to promote the acceptance of public health programs related to Zika Virus and mosquito-borne illnesses

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations related to Zika Virus and mosquito-borne illnesses

Conducts Zika Virus disease and mosquito surveillance for disease identification and prevention

Mosquito trapping and collection in the field

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

At least one to two (1-2) years of experience in public health work or related field is preferred; or

At least 60 hours of college or university with major course work in infectious disease, entomology, biology, public health, environmental sciences or related field; or,

Graduation from a four (4) year college or institution preferred.

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

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.

Field work may be required

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 HEALTH & HUMAN SERVICES

ZIKA PUBLIC HEALTH TECHNICIAN

GENERAL DESCRIPTION

Performs routine (journey-level) public health work related to surveillance, preparedness and response of Zika Virus. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of Zika Virus.

Serves as a public resource in creating awareness of Zika virus updates

Disseminates Zika Virus information on public health and health education programs

Participates in planning and conducting Zika Virus health training courses

Evaluates training and education needs to promote the acceptance of public health programs related to Zika Virus and mosquito-borne illnesses

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations related to Zika Virus and mosquito-borne illnesses

Conducts Zika Virus disease and mosquito surveillance for disease identification and prevention

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited four (4) year college or university with major course work in infectious disease, entomology, biology, public health, or related field required;

One to two (1-2) years of experience in public health work or related field preferred.

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, & Abilities

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

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-068) PHPR/ELC

DATE: 3/23/2017

CURRENT POSITION TITLE: _____

CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician (Temp)

NEW SLOT # 068-T0001 ~~to T0006~~ – T002, T003, T004, T005, T006

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	$	9,360 x 4 = $56,160.00	$	56,160.00
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		~~0.00~~ Net Change

Position to be funded from one of the following:

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

[X] Other PHPR FY 18 Grants (F-1293, Program 068)

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $12.00 Enter hourly rate for temp. positions

Full Time Employee Object 121 [X] Part Time Temporary Object 122 [ ] $ 12.00 Hourly Rate x 780 = 9,360 x 6 = $ 56,160.00
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

5/1/2017	10/29/2017	Mon-Friday 6 hrs/day	30	6 months (26 weeks)
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	[X]		

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

This is for six slots of the ten temporary part-time positions that will be performing activities that will support the PHPR (ZIKA) grant.

Temporary Part-Time positions work hours will consist of up to 5 days per week; up to 30 hrs weekly.

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

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	3/28/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-068) DATE: 3/23/2017

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician (Temp) NEW SLOT # 068-T0007 ~~to T0010~~ T008, T009, T010

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

0.00	$ 9360 x 4 = 37,440.00 ~~0.00~~	$ $37,440.00 ~~0.00~~
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 PHPR FY 18 Grants (F-1293, Program 068)

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $12.00 Enter hourly rate for temp. positions

Full Time Employee Object 121 [X] Part Time Temporary Object 122 [ ] $ 12.00 Hourly Rate x 780 = 9360 x 4 = $37,440.00
Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

6/12/2017	12/10/2017	Mon-Friday 6 hrs/day	30	6 months (26 Weeks)
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	[X]		

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

This is for FOUR slots of the ten temporary part-time positions that will be performing activities that will support the PHPR (ZIKA) grant.

Temporary Part-Time positions work hours will consist of up to 5 days per week; up to 30 hrs weekly.

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

See 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)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	3/28/2017 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-069) DATE: 3/24/2017

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: ZIKA Public Health Technician NEW SLOT # 069-0001

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

					Grade 7, Step 1
Salary Amount:	0.00	$	31,255.00	$	31,255.00
	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 ELC FY 18 Grant (F-1293, Program 069)

POSITION Type:

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

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

TEMPORARY POSITIONS:

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)

This position will support the Epidemiology & Laboratory Capacity grant that has been awarded to Health & Human Services Dept.

The scope of work for this program is to initiate response activities to the the ZIKA public health threat.

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

See 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	03/24/2017 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	3/28/17 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Wednesday, April 05, 2017**

Agenda Item: **59089**

Summary of request/proposal:
Health & Human Services - ELC (1293)-
Approval of the following personnel actions, effective 04/05/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	0001	113	0.00	31,255.00	31,255.00
				0.00	31,255.00	31,255.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-069-8-	113	ELC-	REG F/T EMPLOYEES	$23,200.83
7-1293-441-00-340-069-8-	211	ELC-	HEALTH INSURANCE	$4,676.54
7-1293-441-00-340-069-8-	212	ELC-	LIFE INSURANCE	$32.33
7-1293-441-00-340-069-8-	220	ELC-	FICA	$1,774.86
7-1293-441-00-340-069-8-	230	ELC-	RETIREMENT	$2,661.13
7-1293-441-00-340-069-8-	250	ELC-	UNEMPLOYMENT COMP	$139.20
7-1293-441-00-340-069-8-	260	ELC-	WORKER'S COMP	$218.09
			2017 Budgetary Impact	$32,702.98

2018 Budgetary Impact: $25,657.05

Possible Funding Sources: **Appropriation**

Commen

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Wednesday, April 05, 2017**

Agenda Item: **59089**

Summary of request/proposal:
Health & Human Services PHPR (1293)-
Approval of the following personnel actions, effective 05/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	T001	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T002	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T003	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T004	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T005	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T006	121	0.00	9,360.00	9,360.00
				0.00	56,160.00	56,160.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-068-8-	113	PHPR-	REG F/T EMPLOYEES	$28,080.00
7-1293-441-00-340-068-8-	211	PHPR-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-068-8-	212	PHPR-	LIFE INSURANCE	$0.00
7-1293-441-00-340-068-8-	220	PHPR-	FICA	$2,148.12
7-1293-441-00-340-068-8-	230	PHPR-	RETIREMENT	$0.00
7-1293-441-00-340-068-8-	250	PHPR-	UNEMPLOYMENT COMP	$168.48
7-1293-441-00-340-068-8-	260	PHPR-	WORKER'S COMP	$263.95
			2017 Budgetary Impact	$30,660.55

Possible Funding Sources: Appropriation

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: **Wednesday, April 05, 2017** **Agenda Item:** **59089**

Summary of request/proposal:
Health & Human Services PHPR (1293)-
Approval of the following personnel actions, effective 06/12/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	ZIKA Public Health Technician	T001	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T002	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T003	121	0.00	9,360.00	9,360.00
1293	ZIKA Public Health Technician	T004	121	0.00	9,360.00	9,360.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-068-8-	113	PHPR-	REG F/T EMPLOYEES	$18,720.00
7-1293-441-00-340-068-8-	211	PHPR-	HEALTH INSURANCE	$0.00
7-1293-441-00-340-068-8-	212	PHPR-	LIFE INSURANCE	$0.00
7-1293-441-00-340-068-8-	220	PHPR-	FICA	$1,432.08
7-1293-441-00-340-068-8-	230	PHPR-	RETIREMENT	$0.00
7-1293-441-00-340-068-8-	250	PHPR-	UNEMPLOYMENT COMP	$112.32
7-1293-441-00-340-068-8-	260	PHPR-	WORKER'S COMP	$175.97
			2017 Budgetary Impact	$20,440.37

Possible Funding Sources: **Appropriation**

Comments:

AI-59124 **Health & Human Services Dept.** **15. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Memorandum of Understanding with the Texas Department of State Health Services. The purpose of the MOU is to provide the Parties' roles and responsibilities regarding accessing electronic health data through the Texas Syndromic Surveillance system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas.
2. Requesting approval for County Judge to sign the MOU.
3. Requesting approval for Hidalgo County Health & Human Services Department to use the User Access Agreement related to the Texas Syndromic Surveillance system.

BACKGROUND

07/05/06 - AI-55165 - Approval of Vendor Information Form used to initiate participation in the Texas Syndromic Surveillance system.

01/13/17 - Legal Review has recommended two minor changes in the wording; Texas Department of State Health Services has indicated no changes can be made in the MOU or User Agreement.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOU

User Access Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2017 11:38 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Mike Escaname Started On: 03/27/2017 09:01 AM

Final Approval Date: 03/31/2017

DEPARTMENT OF STATE HEALTH SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) 2017-049671-001is entered into by and between the Texas Department of State Health Services (DSHS) and Hidalgo County (LHD), who are collectively referred to herein as the "Parties."

This MOU provides the Parties' roles and responsibilities regarding accessing electronic health data (referred to herein as Limited Data Set) through the Texas Syndromic Surveillance (TxS2) system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas. The Limited Data Set will, at a minimum, meet requirements for the Medicare and Medicaid Electronic Health Record (EHR) Incentive Programs for the meaningful use of certified EHR technology to improve patient care. More information on the Limited Data Set can be found at http://www.dshs.state.tx.us/txs2.

LHD intends to access the Limited Data Set, as set forth in this MOU, to support the ongoing analysis of data to search for combinations of signs and symptoms of disease in a population, which is expected to be useful in: identifying and responding to naturally occurring diseases such as influenza and food-borne illness, detecting and mitigating the effects of terrorist incidents, and serving other public health uses consistent with applicable law. Any other uses of the Limited Data Set are prohibited.

I. Roles and Responsibilities of Parties.

The Parties will:

A. Access and receive the Limited Data Set in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of health-related information.

B. Use industry best practices to secure, protect, and manage the Limited Data Set. If LHD exports data from the system, LHD assumes responsibility for the security and privacy of the exported data.

C. Use and share data for public health purposes only or as otherwise permitted by law or this MOU.

D. Not attempt to determine the identity of, nor contact any person whose information is contained in the Limited Data Set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of the Party, as provided by Texas or federal law.

E. Promptly provide written notice to the other Party of any use or disclosure of the Limited Data Set which violates the terms of this MOU or applicable law.

II. Roles and Responsibilities of DSHS.

DSHS will:

A. Develop and maintain the TxS2 system to receive the Limited Data Set from Data Providers.

B. Receive and store data in one or more servers located in a secure data environment maintained by DSHS.

C. Provide policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.

D. Provide the following authorized users with access, as specified, to view and analyze data:

1. LHDs participating in TxS2 will have access to the Limited Data Set for all of the counties within the Health Service Region (HSR) that the LHD resides and aggregated statewide data.

2. Hospitals that participate in TxS2 will have access to all data within their facility and aggregate statewide data.

3. The Applied Physics Laboratory at Johns Hopkins University will have access to data as needed for system maintenance.

4. The Centers for Disease Control and Prevention (CDC), to whom DSHS sends syndromic surveillance data in support of the National Syndromic Surveillance Program.

5. All other government agencies with whom DSHS, by law, must share data.

E. Sponsor trainings and provide technical assistance on TxS2 usage and capabilities.

F. Remove user access to TxS2 as requested by the LHD within five business days of receipt of the LHD's written request.

G. Maintain a list of all authorized users of TxS2 and upon written request by the LHD, provide the list of authorized users within that LHD's HSR to the requesting LHD within five business days.

H. Acknowledge LHD's written requests for access to the Limited Data Set to anyone not authorized to view data as provided in this MOU within 10 business days.

III. Roles and Responsibilities of LHD.

LHD will:

A. Comply with all DSHS policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.

B. Provide a list of designated personnel authorized to access TxS2, following the DSHS policies and procedures for requesting access to TxS2.

C. Participate in DSHS-sponsored training on TxS2 usage and capabilities.

D. Notify DSHS of designated personnel that no longer have authorization to view TxS2 within five days.

E. Maintain a list of all authorized users of TxS2 and upon written request by DSHS, provide the list of authorized users to DSHS within five days.

F. Use the Limited Data Set for enhanced surveillance of public health conditions or threats, early event detection, situational awareness, retrospective analysis, and other public health uses.

G. Not use or disclose the Limited Data Set other than as provided by this MOU or as otherwise provided by law.

H. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in this MOU.

I. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in this MOU and in compliance with applicable federal and state law.

J. Not assign this MOU without the prior written consent of DSHS.

IV. Term of the MOU.

The MOU is effective on the date of the latter signature of the Parties and terminates on the fifth anniversary of the effective date, unless renewed or terminated pursuant to the terms and conditions of this MOU. The Parties may extend this MOU for one additional five-year term, subject to terms and conditions mutually agreeable to the Parties. The Parties agree to review this MOU on an annual basis and provide written notice to the other party if one party determines that there is material change to the MOU. If the Parties agree that the MOU needs to be amended then the Parties will execute a written amendment as provided for in Section V.

V. Amendments.

Amendments to this MOU shall be in writing and signed by the Parties.

VI. Termination of MOU.

Either DSHS or LHD may terminate by providing written notice to the other Party at least 30 days prior to the date of termination and sending the written notice by certified mail, return receipt requested to the Party's Primary Contact as set forth below. The effective date of termination is the date the nonterminating party receives the notice.

VII. Primary Contacts.

All communications between the Parties shall be made through the primary contacts or their designees to the maximum extent possible. The primary contacts are:

For DSHS:

Syndromic Surveillance Team

DSHS
P.O. Box 149347, Mail Code 1926
Austin, TX 78714-9347
(512) 776-7770 (Office)
(512) 776-7509 (Fax)
syndromic.surveillance@dshs.state.tx.us

For LHD:

Ramon Garcia, Hidalgo County Judge
Hidalgo County
100 E. Cano
Edinburg, TX 78539
(956) 318-2600 (Office)
ramon.garcia@co.hidalgo.tx.us

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

DSHS	LHD
By:_____	By:_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Date	Date
_____	_____
Printed Name and Title	Printed Name and Title

Texas Syndromic Surveillance (TxS2)

User Access Agreement

Please read the following agreement carefully and completely before signing. Submit the signed agreement by fax to 512-776-7590 or by email to syndromic.surveillance@dshs.state.tx.us.

Purpose

The purpose of this agreement (Agreement) is to inform you (TxS2 User) of your responsibilities concerning accessing and using the Texas Syndromic Surveillance (TxS2) system and the Limited Data Set collected in TxS2. Under the TxS2 Memorandum of Understanding (MOU) between your entity and Texas Department of State Health Services (DSHS), DSHS will provide a limited number of entity-designated personnel with access to the TxS2 system. Roles and responsibilities for DSHS and your entity are presented in the MOU, and those specific to TxS2 Users are outlined below. Each person that accesses TxS2 is required to complete this form to obtain their own user account. TxS2 user accounts may not be shared.

Your signature acknowledges your understanding, acceptance, and compliance with DSHS policies and procedures regarding TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.

Agreement

TxS2 User will:

1. Access and receive the Limited Data Set in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of health-related information.
2. Use industry best practices to secure, protect, and manage the Limited Data Set. If TxS2 User exports data from the system, TxS2 User assumes responsibility for the security and privacy of the exported data.
3. Use the Limited Data Set for enhanced surveillance of public health conditions or threats, early event detection, situational awareness, retrospective analysis, and other public health uses.
4. Not use or disclose the Limited Data Set other than as provided by the MOU or as otherwise provided by law.
5. Not attempt to determine the identity of, nor contact any person whose information is contained in the Limited Data Set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of the entity, as provided by Texas or federal law.
6. Promptly provide written notice to entity and DSHS of any use or disclosure of the Limited Data Set which violates the terms of the MOU or applicable law.
7. Comply with all DSHS policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.
8. Participate in DSHS-sponsored training on TxS2 usage and capabilities.

9. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in the MOU.
10. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in the MOU and in compliance with applicable federal and state law.

Term of Agreement

This Agreement is effective on the date the User account is created. This Agreement must be renewed every 2 years. This Agreement may be terminated at any time by the entity or DSHS.

TxS2 User

Signature

Name

Date

Title

Entity Name

Phone Number

Email Address

Texas Syndromic Surveillance (TxS2)

User Access Agreement

For TxS2 use only:

Confirmed on list provided by entity and fully executed MOU

TxS2 User account assigned

Date created

Created by

Date TxS2 User notified

Date account terminated

Reason account terminated

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, January 13, 2017 11:30 AM
To: Mike Escaname
Cc: Mary Cheaney
Subject: Fwd: Message from "Ricoh1stfloorNorth"
Attachments: 20170113113420577.pdf

Mike,

Attached are the recommended changes to:
1. Page 3 of the MOU; and
2. Page 2 of the Access Agreement.

Please let me know if you need any further assistance.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS**

H. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in this MOU.

I. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in this MOU and in compliance with applicable federal and state law.

J. Not assign this MOU without the prior written consent of DSHS.

IV. Term of the MOU.

The MOU is effective on the date of the latter signature of the Parties and terminates on the fifth anniversary of the effective date, unless renewed or terminated pursuant to the terms and conditions of this MOU. The Parties may extend this MOU for one additional five-year term, subject to terms and conditions mutually agreeable to the Parties. The Parties agree to review this MOU on an annual basis and provide written notice to the other party if one party determines that there is material change to the MOU. If the Parties agree that the MOU needs to be amended then the Parties will execute a written amendment as provided for in Section V.

V. Amendments.

Amendments to this MOU shall be in writing and signed by the Parties.

VI. Termination of MOU.

Either DSHS or LHD may terminate by providing written notice to the other Party ~~at least 30 days prior to the date of termination~~ 30 days and sending the written notice by certified mail, return receipt requested to the Party's Primary Contact as set forth below. The effective date of termination is the date the nonterminating party receives the notice.

VII. Primary Contacts.

All communications between the Parties shall be made through the primary contacts or their designees to the maximum extent possible. The primary contacts are:

For DSHS:

Syndromic Surveillance Team

DSHS
P.O. Box 149347, Mail Code 1926
Austin, TX 78714-9347
(512) 776-7770 (Office)
(512) 776-7509 (Fax)
syndromic.surveillance@dshs.state.tx.us

For LHD:

Ramon Garcia, Hidalgo County Judge
Hidalgo County
100 E. Cano
Edinburg, TX 78539
(956) 318-2600 (Office)
ramon.garcia@co.hidalgo.tx.us

TEXAS Department of State Health Services

Texas Syndromic Surveillance (TxS2)

User Access Agreement

9. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in the MOU.
10. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in the MOU and in compliance with applicable federal and state law.

Term of Agreement

This Agreement is effective on the date the User account is created. This Agreement ~~must~~ should be renewed every 2 years per the terms of the agreement. This Agreement may be terminated at any time by the entity or DSHS.

TxS2 User

Signature

Name

Date

Title

Entity Name

Phone Number

Email Address

AI-59114 **Health & Human Services Dept.** **15. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $128,951.10. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $128,951.10.

BACKGROUND

MAC reimbursement is from quarter April through June 2016.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-059-0-xxx

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

BUDGETARY IMPACT:

Funds are available.

Attachments

Payment Info
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:37 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Rene Cavazos		Started On: 03/24/2017 01:17 PM
Final Approval Date: 03/31/2017		

Payment Information

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	2227494	DD	529	128951.10

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	-159.10	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	3,182.00	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	-6,627.80	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	132,556.00	0.00

DATE: 03/24/17

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
Equipment		
7-1293-441-00-340-059-0-751	MAC - Machinery & Equipment	$ 10,000.00
7-1293-441-00-340-059-0-753	MAC - Furniture & Fixtures	$ 10,000.00
Supplies		
7-1293-441-00-340-059-0-610	MAC - General Supplies	$ 63,951.10
7-1293-441-00-340-059-0-660	MAC - Furnishings & Equipment	$ 15,000.00
Other		
7-1293-441-00-340-059-0-339	MAC - Other Professional Services	$ 25,000.00
7-1293-441-00-340-059-0-550	MAC - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 128,951.10
7-1293-331-12-340-059-0-000	MAC - Revenue	$ 128,951.10
	TOTAL APPROPRIATION	$ 128,951.10

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter April through June 2016)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 3, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$128,951.10	Medicaid Administrative Claiming (MAC)

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 4/4/17

THE COUNTY OF HIDALGO

AI-59114 **Health & Human Services Dept.** **19. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $128,951.10. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $128,951.10.

BACKGROUND

MAC reimbursement is from quarter April through June 2016.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-059-0-xxx

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

BUDGETARY IMPACT:

Funds are available.

Attachments

Payment Info

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/24/2017 02:37 PM
Final Approval		
Form Started By: Rene Cavazos		Started On: 03/24/2017 01:17 PM

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $128.951.10. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming program.
2. Requesting approval to appropriate the MAC budget in the amount of $128,951.10.

BACKGROUND

MAC reimbursement is from quarter April through June 2016.

Fiscal Impact

FISCAL YEAR	2017	ACCT #:	7-1293-441-00-340-059-0-xxx
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?	N

BUDGETARY IMPACT:

Funds are available.

Attachments

Payment Info
Budget Appropriation

Form Review

Inbox	Reviewed By	Date
(Originator)	Rene Cavazos	03/24/2017 01:17 PM

Form Started By: Rene Cavazos Started On: 03/24/2017 01:17 PM

Minerva Diaz

From: Rene Cavazos [rene.cavazos@hchd.org]
Sent: Friday, March 24, 2017 1:54 PM
To: Minerva Diaz
Cc: Mike Escaname
Subject: Request - Certification of Revenue - MAC - $128,951.10
Attachments: MAC Budget Appropriation 04.05.17.xls; MAC Payment April to June 2016.pdf

Minerva,

AI – 59114 has been scheduled to go to court 04/05/17. I would appreciate if you can arrange to have a Certification of Revenue prepared in the amount of $128,951.10 to support this item.

This is for the MAC reimbursement from April to June 2016.

Let me know if you have any questions.

Thank you,

Rene Cavazos
Accountant 1
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78539
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7226
Fax (956) 383-3229

AI-59114 Health & Human Services Dept.

CC - REGULAR

Meeting Date: 04/05/2017
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Rene Cavazos, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information
CAPTION

Payment Information

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	2227494	DD	529	128951.10

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	-159.10	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	3,182.00	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	-6,627.80	0.00
9SA10111	PC1274C VOUCHERID:14780	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2016	132,556.00	0.00

DATE: 03/24/17

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
Equipment		
7-1293-441-00-340-059-0-751	MAC - Machinery & Equipment	$ 10,000.00
7-1293-441-00-340-059-0-753	MAC - Furniture & Fixtures	$ 10,000.00
Supplies		
7-1293-441-00-340-059-0-610	MAC - General Supplies	$ 63,951.10
7-1293-441-00-340-059-0-660	MAC - Furnishings & Equipment	$ 15,000.00
Other		
7-1293-441-00-340-059-0-339	MAC - Other Professional Services	$ 25,000.00
7-1293-441-00-340-059-0-550	MAC - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 128,951.10
7-1293-331-12-340-059-0-000	MAC - Revenue	$ 128,951.10
	TOTAL APPROPRIATION	$ 128,951.10

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter April through June 2016)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (DATE ATTEST CO. CLERK

AI-59125 **Health & Human Services Dept.** **15. G.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Texas Healthy Communities grant contract Amendment #2016-003876B-02. The purpose of the amendment is to allow for successful completion of the Project, to add the FY 18 award allocation of $50,000.00 and to extend the contract termination date to September 30, 2018.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities contract Amendment and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $50,000.00.
4. Requesting approval of the budget appropriation.

BACKGROUND

9/15/15-AI-51180-Acceptance of TX Healthy Communities FY 16 Contract

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 7-1293-441-11-340-061-6-XXX

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

BUDGETARY IMPACT:

No local match required.
Grant Fiscal Year 2016
County Calendar Year 2017

Attachments

Contract Amendment
appropriation-revised
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2017 11:39 AM
Ivan Cantu	Ivan Cantu	03/27/2017 01:56 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/27/2017 09:06 AM
Final Approval Date: 03/31/2017		

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 2016-003876B
AMENDMENT NO. 2

The Department of State Health Services ("DSHS") and Hidalgo County ("Contractor"), parties to that certain Texas Healthy Communities Grant contract effective October 1, 2015 and denominated HHSC Contract No. 2016-003876-00 as amended (the "Contract"), now desire to further amend the Contract.

WHEREAS, the Parties wish to revise the Scope of Work, and

WHEREAS, the Parties wish to extend the term of the Contract to allow for successful completion of the Project; and

WHEREAS, these revisions will result in an increase in contract value.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, Total Amount, is amended to add **FIFTY THOUSAND DOLLARS ($50,000.00)** for the period of October 1, 2017 through September 30, 2018 for a total contract amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000).** Contractor will be paid on a cost reimbursement basis and in accordance with the budget in **ATTACHMENT B.2** of this contract.

2. **SECTION 4** of the Contract, Term of the Contract, is hereby amended to reflect a termination date of September 30, 2018.

3. **SECTION 7** of the Contract, Performance Measures, is amended to add the following:

Contractor shall:

1. Develop, complete and submit a Project Work Plan in conjunction with DSHS. The Work plan must include objectives with supporting activities that address indicators identified in the FY 2017 TXHC assessment as needing improvement. A Project Work Plan Draft must be submitted, reviewed and approved by DSHS prior to the final version submission date. The Project Work Plan draft must be submitted to DSHS on or before October 17, 2017 and the final Project Work Plan submission is due to DSHS on or before October 31, 2017.

2. Develop and submit an Evaluation Plan to DSHS. An Evaluation Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before November 16, 2017 and the final Evaluation Plan version is due to DSHS on or before November 30, 2017.

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

3. Submit an Interim Progress Report Draft to DSHS for review on or before March 19, 2018. The Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; and barriers. Submission of the final Interim Report must fully address any feedback from DSHS based on the draft Interim Report and must be submitted on or before March 30, 2018.

4. Conduct, complete and submit the Texas Healthy Communities Assessment Draft in the Performance Management and Tracking System by May 16, 2018. DSHS will review and approve Draft submission prior to submission of final report in Performance Management and Tracking System (PMATS) on or before May 31, 2018.

5. Submit a Final Progress Report Draft to DSHS for review and approval on or before August 31, 2018. Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; plans for sustaining activities once funding has ended; and barriers/lessons learned. Submission of Final Report must fully address any feedback from DSHS based on draft final report and must be submitted on or before September 14, 2018.

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 28th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, and September 30th. Contractor will submit written monthly reports as directed by DSHS.

4. **SECTION 15** of the Contract, **PROGRAMMATIC REPORTING REQUIREMENTS**, is amended to add the following:

Report Name	**Frequency**	**Period Begin**	**Period End**	**Due Date**
Project Work Plan	Nonrecurring			10/31/2017
Evaluation Plan	Nonrecurring			11/30/2017
Interim Progress Report	Annually	10/01/2017	03/15/2018	03/30/2018
Texas Healthy Communities Assessment Report	Nonrecurring			05/31/2018
Final Progress Report	Nonrecurring	10/01/2017	08/31/2018	09/14/2018
Financial Status Report (FSR)	Quarterly	10/01/2017	12/31/2017	01/31/2018
Financial Status Report	Quarterly	01/01/2018	03/31/2018	04/30/2018
Financial Status Report	Quarterly	04/01/2018	06/30/2018	07/31/2018
Financial Status Report	Quarterly	07/01/2018	09/30/2018	11/15/2018

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

1. This Amendment No. 2 shall be effective as of October 01, 2017.

2. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

3. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. 2016-003876B

DSHS	**CONTRACTOR**
_____	By:_____
Name: Janna Zumbrun, M.S.S.W	Name:_____
Title: Associate Commissioner for Disease Control and Prevention	Title:_____
Date of Execution: _____	Date of Execution:_____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B.2 - CATEGORICAL BUDGET

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

Attachment B.2

Contract No. 2016-003876B

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$2,242.00
EQUIPMENT	$0.00
SUPPLIES	$5,215.00
CONTRACTUAL	$0.00
OTHER	$42,543.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
Total Budget	$50,000.00

Certificate Of Completion

Envelope Id: 211E539AC1EB491D95EC90D8D7B160B5
Status: Sent
Subject: $50,000.00; Amend No. 2016-003876B; Hidalgo County; DCPS HPCDP TXHC
Source Envelope:
Document Pages: 12
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Sheila Slaughter
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
sheila.slaughter@hhsc.state.tx.us
IP Address: 167.137.1.14

Record Tracking

Status: Original
3/10/2017
Holder: Sheila Slaughter
sheila.slaughter@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/10/2017 Viewed: 3/10/2017 Signed: 3/10/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.16	Sent: 3/10/2017 Viewed: 3/23/2017 Signed: 3/24/2017
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/27/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jonah Wilczynski jonah.wilczynski@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname miguel.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017
Misti D. Palacios misti.rains@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/24/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2017

Payment Events	Status	Timestamps

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-061-6-XXX Texas Healthy Communities

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
	TRAVEL	
7-1293-441-11-340-061-6-583	TX HEALTHY COMMUNITIES-TRAVEL OUT OF CO	$ 2,242.00
	SUPPLIES	
7-1293-441-11-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	$ 2,796.00
7-1293-441-11-340-061-6-660	TX HEALTHY COMMUNITIES-FURNISHINGS & EQUI	$ 2,419.00
	OTHER	
7-1293-441-11-340-061-6-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 15,000.00
7-1293-441-11-340-061-6-550	TX HEALTHY COMMUNITIES-PRINTING & BINDING	$ 27,543.00
	TOTAL APPROPRIATION	$ 50,000.00
7-1293-331-12-340-061-6-011	TX HEALTHY COMMUNITIES REVENUE	$ 50,000.00
	TOTAL BUDGET	$ 50,000.00

INCREASE REQUEST $

REASON: To appropriate the additional grant funds for the Texas Healthy Communities program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (DATE ATTEST CO. CLERK

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

April 3, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$50,000.00	Award No. 2016-003876B-02 HPCDP/TXHC Texas Healthy Communities

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 4/4/17

THE COUNTY OF HIDALGO

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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-59125 **Health & Human Services Dept. 15. G.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Texas Healthy Communities grant contract Amendment #2016-003876B-02. The purpose of the amendment is to allow for successful completion of the Project, to add the FY 18 award allocation of $50,000.00 and to extend the contract termination date to September 30, 2018.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities contract Amendment and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $50,000.00.
4. Requesting approval of the budget appropriation.

BACKGROUND

9/15/15-AI-51180-Acceptance of TX Healthy Communities FY 16 Contract

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1293-441-11-340-061-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Contract Amendment

appropriation-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2017 11:39 AM
Ivan Cantu	Ivan Cantu	03/27/2017 01:56 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Mike Escaname		Started On: 03/27/2017 09:06 AM
Final Approval Date: 03/31/2017		

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Monday, April 03, 2017 1:47 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $50,000.00 - TX Healthy Communities FY 18
Attachments: 2016-003876B Amendment 2 TX Healthy FY 18 040517.pdf

Minerva,

Please arrange for a Certification of Revenue in the amount of $50,000.00 to support AI-59125 set for Wednesday, 04/05/17.

Thanks,

Mike Escaname
Chief Financial Officer
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 2016-003876B AMENDMENT NO. 2

The Department of State Health Services ("DSHS") and Hidalgo County ("Contractor"), parties to that certain Texas Healthy Communities Grant contract effective October 1, 2015 and denominated HHSC Contract No. 2016-003876-00 as amended (the "Contract"), now desire to further amend the Contract.

WHEREAS, the Parties wish to revise the Scope of Work, and

WHEREAS, the Parties wish to extend the term of the Contract to allow for successful completion of the Project; and

WHEREAS, these revisions will result in an increase in contract value.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION 2** of the Contract, Total Amount, is amended to ~~add FIFTY THOUSAND DOLLARS ($50,000.00)~~ for the period of October 1, 2017 through September 30, 2018 for a total contract amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000).** Contractor will be paid on a cost reimbursement basis and in accordance with the budget in **ATTACHMENT B.2** of this contract.

2. **SECTION 4** of the Contract, Term of the Contract, is hereby amended to reflect a termination date of ~~September 30, 2018~~.

3. **SECTION 7** of the Contract, Performance Measures, is amended to add the following:

Contractor shall:

1. Develop, complete and submit a Project Work Plan in conjunction with DSHS. The Work plan must include objectives with supporting activities that address indicators identified in the FY 2017 TXHC assessment as needing improvement. A Project Work Plan Draft must be submitted, reviewed and approved by DSHS prior to the final version submission date. The Project Work Plan draft must be submitted to DSHS on or before October 17, 2017 and the final Project Work Plan submission is due to DSHS on or before October 31, 2017.

2. Develop and submit an Evaluation Plan to DSHS. An Evaluation Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before November 16, 2017 and the final Evaluation Plan version is due to DSHS on or before November 30, 2017.

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

3. Submit an Interim Progress Report Draft to DSHS for review on or before March 19, 2018. The Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; and barriers. Submission of the final Interim Report must fully address any feedback from DSHS based on the draft Interim Report and must be submitted on or before March 30, 2018.

4. Conduct, complete and submit the Texas Healthy Communities Assessment Draft in the Performance Management and Tracking System by May 16, 2018. DSHS will review and approve Draft submission prior to submission of final report in Performance Management and Tracking System (PMATS) on or before May 31, 2018.

5. Submit a Final Progress Report Draft to DSHS for review and approval on or before August 31, 2018. Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; plans for sustaining activities once funding has ended; and barriers/lessons learned. Submission of Final Report must fully address any feedback from DSHS based on draft final report and must be submitted on or before September 14, 2018.

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 28th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, and September 30th. Contractor will submit written monthly reports as directed by DSHS.

4. **SECTION 15** of the Contract, **PROGRAMMATIC REPORTING REQUIREMENTS**, is amended to add the following:

Report Name	**Frequency**	**Period Begin**	**Period End**	**Due Date**
Project Work Plan	Nonrecurring			10/31/2017
Evaluation Plan	Nonrecurring			11/30/2017
Interim Progress Report	Annually	10/01/2017	03/15/2018	03/30/2018
Texas Healthy Communities Assessment Report	Nonrecurring			05/31/2018
Final Progress Report	Nonrecurring	10/01/2017	08/31/2018	09/14/2018
Financial Status Report (FSR)	Quarterly	10/01/2017	12/31/2017	01/31/2018
Financial Status Report	Quarterly	01/01/2018	03/31/2018	04/30/2018
Financial Status Report	Quarterly	04/01/2018	06/30/2018	07/31/2018
Financial Status Report	Quarterly	07/01/2018	09/30/2018	11/15/2018

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

1. This Amendment No. 2 shall be effective as of October 01, 2017.

2. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

3. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. 2016-003876B

DSHS	**CONTRACTOR**
_____	By:_____
Name: Janna Zumbrun, M.S.S.W	Name:_____
Title: Associate Commissioner for Disease Control and Prevention	Title:_____
Date of Execution: _____	Date of Execution:_____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT B.2 - CATEGORICAL BUDGET

DocuSign Envelope ID: 211E539A-C1EB-491D-95EC-90D8D7B160B5

Attachment B.2

Contract No. 2016-003876B

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$2,242.00
EQUIPMENT	$0.00
SUPPLIES	$5,215.00
CONTRACTUAL	$0.00
OTHER	$42,543.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
Total Budget	$50,000.00

DocuSign SECURED

Certificate Of Completion

Envelope Id: 211E539AC1EB491D95EC90D8D7B160B5
Status: Sent
Subject: $50,000.00; Amend No. 2016-003876B; Hidalgo County; DCPS HPCDP TXHC
Source Envelope:
Document Pages: 12
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Sheila Slaughter
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
sheila.slaughter@hhsc.state.tx.us
IP Address: 167.137.1.14

Record Tracking

Status: Original
3/10/2017
Holder: Sheila Slaughter
sheila.slaughter@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/10/2017 Viewed: 3/10/2017 Signed: 3/10/2017
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.16	Sent: 3/10/2017 Viewed: 3/23/2017 Signed: 3/24/2017
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/27/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jonah Wilczynski jonah.wilczynski@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname miguel.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017
Misti D. Palacios mistl.rains@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/24/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2017

Payment Events	Status	Timestamps

Minerva Diaz

From: Wilczynski,Jonah (DSHS) [Jonah.Wilczynski@dshs.texas.gov]
Sent: Monday, April 03, 2017 2:10 PM
To: Minerva Diaz
Cc: 'Deborah Fischer'; mike.escaname@hchd.org
Subject: RE: HPCDP/TXHC Texas Healthy Communities 2016-003876B - Reporting Process

Good Afternoon.

Please see my responses below.

Jonah Wilczynski, CTCM
Contract Manager
DCP/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990

(512) 776-7111 ext. 6001
Fax: (512) 776-7391
Jonah.Wilczynski@dshs.texas.gov

TEXAS Health and Human Services | Texas Department of State Health Services

From: Minerva Diaz [mailto:Minerva.Diaz@auditor.co.hidalgo.tx.us]
Sent: Monday, April 03, 2017 1:59 PM
To: Wilczynski,Jonah (DSHS) <Jonah.Wilczynski@dshs.texas.gov>
Cc: 'Deborah Fischer' <Deborah.Fischer@auditor.co.hidalgo.tx.us>; mike.escaname@hchd.org
Subject: HPCDP/TXHC Texas Healthy Communities 2016-003876B - Reporting Process

Good afternoon Jonah,

Would you please provide us with the CFDA# for Contract Number 2016-003876B Amendment# 2 (see attached). – CFDA: 93.758.000

In addition would you please answer the following questions regarding the reporting process for the amended contract# 2016-003876B:

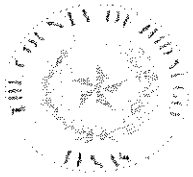
1) Will the FSR be reported with 8 quarters from 10/01/16 through 09/30/18 or 4 quarters from 10/01/17 through 09/30/18? This will be reported in 4 quarters from 10/01/17 through 09/30/18. A new PO will be issued with this amendment.

2) What term should be entered in the B-13 Purchase Voucher for line item# 20 (10/01/16 – 09/30/18 or 10/01/17 – 09/30/18)? - 10/01/17 – 09/30/18

3) Is there a new PO# for the amended contract? No not yet. Once the amendment is signed, DSHS will work behind the scenes prior to 10/01/17 to encumber the funds and assign the PO.

Thank you,

Minerva Diaz
Accountant I
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4675
Fax (956) 318-2577
minerva.diaz@auditor.co.hidalgo.tx.us



Please note My email address has changed to reflect @dshs.texas.gov domain. Please be sure to update your contact information with the new address.

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-11-340-061-6-XXX Texas Healthy Communities

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
	TRAVEL	
7-1293-441-11-340-061-6-583	TX HEALTHY COMMUNITIES-TRAVEL OUT OF CO	$ 2,242.00
	SUPPLIES	
7-1293-441-11-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	$ 2,796.00
7-1293-441-11-340-061-6-660	TX HEALTHY COMMUNITIES-FURNISHINGS & EQU	$ 2,419.00
	OTHER	
7-1293-441-11-340-061-6-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 15,000.00
7-1293-441-11-340-061-6-550	TX HEALTHY COMMUNITIES-PRINTING & BINDING	$ 27,543.00
	TOTAL APPROPRIATION	$ 50,000.00
7-1293-331-12-340-061-6-011	TX HEALTHY COMMUNITIES REVENUE	$ 50,000.00
	TOTAL BUDGET	$ 50,000.00

INCREASE REQUEST $

REASON: To appropriate the additional grant funds for the Texas Healthy Communities program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-58950 **Health & Human Services Dept.** **15. H. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and presentation of the proposed Uniform Hospital Rate Increase Program.

BACKGROUND

Presentation by Carlos Zafarrini regarding the proposed UHRIP. The Texas Health and Human Services Commission (HHSC) is currently seeking approval from the Centers for Medicare and Medicaid Services (CMS) to implement the Uniform Hospital Rate Increase Program (UHRIP) for hospital services beginning September 1, 2017. If approved, the rate increases would reduce hospitals' Medicaid shortfall in the managed care service delivery areas in which the program is implemented.

Fiscal Impact

Attachments

UHRIP
PROPOSED RULE 1301
PROPOSED RULE 1305
CHECKLIST

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/15/2017 08:46 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Dairen Sarmiento Started On: 03/15/2017 08:26 AM

Final Approval Date: 03/31/2017

TEXAS
Health and Human Services Commission

Uniform Hospital Rate Increase Program

Overview

The Texas Health and Human Services Commission (HHSC) is currently seeking approval from the Centers for Medicare and Medicaid Services (CMS) to implement the Uniform Hospital Rate Increase Program (UHRIP) for hospital services beginning September 1, 2017. If approved, the rate increases would reduce hospitals' Medicaid shortfall in the managed care service delivery areas in which the program is implemented.

The UHRIP Information and Checklist (.pdf) provides further information to hospitals and governmental entities within a Medicaid managed-care service delivery area (SDA) in (1) understanding the uniform rate increase proposal; (2) evaluating the feasibility and benefits of implementing uniform rate increases within their SDAs; and (3) timely submitting the required information for HHSC to determine whether a rate increase can be implemented in the SDA beginning September 1, 2017.

UHRIP Participation Application

In order for a hospital to participate in UHRIP for the state fiscal year beginning September 1, 2017, HHSC must have received the following information no later than March 1, 2017, for hospitals in an SDA to be considered to receive uniform rate increases for Medicaid managed care services provided on or after September 1, 2017:

- The identity of the sponsoring governmental entities;
- The name and contact information of the person who will be the primary liaison between the sponsoring governmental entities and HHSC;
- The classes of hospital that the governmental entities prefer to sponsor;
- The type of service (inpatient, outpatient, or both) that the sponsoring governmental entities request be subject to the rate increase;
- The percentage of rate increase the sponsoring governmental entities want to support for each class of hospital for the first six months of the fiscal year;
- The amount of funds the sponsoring governmental entities agree to transfer for the first six months of the fiscal year; and
- If an SDA has more than one sponsoring governmental entity, the governmental entities must work cooperatively to provide a unified proposal to HHSC. The governmental entities will not be allowed to request different percentage rate increases for the same class of hospitals or for individual hospitals within a class. If the proposal is approved, the governmental entities will be allowed to make separate transfers to HHSC.

Methodology / Rules

The public comment period for proposed program rules has closed. The proposed rules are currently being finalized and are still available for viewing at Title 1 of the Texas Administrative Code, Part 15, Chapter 353, SubChapter O, Rules 1301 and 1305.

PROPOSED RULE §353.1301 General Provisions

PROPOSED RULE §353.1305 Regional Uniform Rate Increases for Hospital Services

Send email to Rate Analysis

Updated: March 7, 2017

Texas Register

TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 353	MEDICAID MANAGED CARE
SUBCHAPTER O	DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES
RULE §353.1301	General Provisions
ISSUE	01/20/2017
ACTION	Proposed

Preamble No Rule Available

(a)Purpose. The purpose of this subchapter is to describe the circumstances and programs under which the Texas Health and Human Services Commission may direct expenditures for **delivery system** and **provider payment initiatives** through its contracts with Medicaid managed care organizations. Federal authority for such directed expenditures is codified at 42 C.F.R. §438.6(c).

(b)Definitions. The following definitions apply when the terms are used in this subchapter. Terms that are used in only one program described in this subchapter may be defined in the section of this subchapter describing that program.

(1)Capitation rate--A fixed, predetermined fee paid by HHSC to the managed care organization each month, in accordance with the contract, for each enrolled member. In exchange for this, the managed care organization arranges for or provides a defined set of covered services to the enrolled member, regardless of the amount of covered services used by the enrolled member.

(2)Centers for Medicare & Medicaid Services (CMS)--The federal agency within the United States Department of Health and Human Services responsible for overseeing and directing Medicare and Medicaid.

(3)HHSC--The Texas Health and Human Services Commission or its designee.

(4)Intergovernmental transfer (IGT)--A transfer of public funds from another state agency or a non-state governmental entity to HHSC.

(5)Managed care organization (MCO)--A Medicaid managed care organization contracted with HHSC to provide health care services to Medicaid recipients.

(6)Non-federal share--The portion of program expenditures that is not federal funds. The non-federal share is equal to 100 percent minus the federal medical assistance percentage (FMAP) for Texas for the state fiscal year corresponding to the program year and for the population served.

(7)Non-state governmental entity--A hospital authority, hospital district, health district, city, or county.

(8)Program rate component--The fixed percentage of the capitation rate that is attributable to the **delivery system** or provider payment initiative.

(9)Provider--A credentialed and licensed individual, facility, agency, institution, organization, or other entity that has a contract with the MCO for the delivery of covered services to the MCO's members.

(10)Public funds--Funds derived from taxes, assessments, levies, investments, and other public revenues within the sole and unrestricted control of a governmental entity. Public funds do not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.

(11)Service delivery area--The counties included in any HHSC-defined geographic area as applicable to each MCO.

(12)Sponsoring governmental entity--A state or non-state governmental entity that agrees to transfer to HHSC some or all of the non-federal share of program expenditures under this subchapter.

(c)CMS approval. Implementation of each of the programs described in this subchapter is contingent upon HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures. Federal requirements for CMS approval of directed MCO expenditures are codified in 42 C.F.R. §438.6(c)(2).

(d)Program specifications, provider eligibility, and payment calculations. Descriptions of program specifications, provider eligibility, and payment calculations are contained in the sections of this subchapter that describe each **delivery system** or provider payment initiative program.

(e)Source of the non-federal share. The non-federal share of expenditures under this subchapter is limited to timely receipt by HHSC of public funds from sponsoring governmental entities.

(1)State-owned providers. A state-owned provider may transfer to HHSC any non-federal funds within the control of the provider, including appropriated state general revenue funds, as the non-federal share of program expenditures associated with that provider.

(2)All other providers. For all other providers, the non-federal share of program expenditures is funded through IGTs from non-state governmental entities. No state general revenue is available to support program expenditures to non-state providers under this subchapter.

(f)Amount and timing of transfer of the non-federal share. The amount of the non-federal share that governmental entities transfer to HHSC for expenditures under this subchapter and the timing of such transfers are specific to each **delivery system** or provider payment initiative and are described in the section of this subchapter governing each such program.

(g)Reconciliation of the non-federal share.

(1)Purpose. The amount of HHSC's expenditures under this subchapter is dependent on member enrollment in each participating MCO, which may fluctuate from month to month. HHSC's actual expenditures cannot be determined until final member enrollment data is available, which may not occur for up to two years following the end of the program period. The purpose of the reconciliation process is to ensure that HHSC's actual total expenditures for each program are determined based on accurate and final member enrollment data for each program period, and that the non-federal share of HHSC's actual expenditures are borne by the appropriate governmental entity or entities.

(2)Methodology. For each program described in this subchapter, HHSC reconciles the amount of the non-federal funds actually expended during the program period with the amount of funds transferred to HHSC by the sponsoring governmental entities. For programs with multiple provider classes, HHSC reconciles expenditures for each provider class. HHSC completes each reconciliation in multiple parts.

(A)The first reconciliation occurs no later than 120 days after the end of the program period.

(i)Using the best-available member enrollment data at the time of the first reconciliation, HHSC:

(I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;

(II)calculates the non-federal share of the amount determined in subclause (I) of this clause; and

(III)compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the participating governmental entities for the program period.

(ii)If the amount previously transferred is less than 102 percent of the amount determined in clause (i)(II) of this subparagraph:

(I)the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals 102 percent of the amount determined in clause (i)(II) of this subparagraph;

(II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and

(III)HHSC notifies the governmental entities of the amount and timing of the required transfers.

(iii)If the amount previously transferred is more than 102 percent of the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.

(B)Interim reconciliations may occur as updated member enrollment data for the program period becomes available. HHSC follows the process described in subparagraph (A) of this paragraph for such interim reconciliations.

(C)The final reconciliation occurs no later than 25 months after the end of the program period.

(i)Using the final member enrollment data for the program period, HHSC:

(I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;

(II)calculates the non-federal share of the amount determined in subclause (I) of this clause; and

(III)compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the sponsoring governmental entities for the program period, including any amounts transferred pursuant to subparagraphs (A)(ii) or (B) of this paragraph.

(ii)If the amount previously transferred is less than the non-federal share of the amount expended:

(I)the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals the amount determined in clause (i)(II) of this subparagraph;

(II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and

(III)HHSC notifies the governmental entities of the amount and timing of the required transfers.

(iii)If the amount previously transferred is more than the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.

(h)Failure of a governmental entity to transfer funds. If a governmental entity does not timely complete the transfer of funds described in this section, HHSC withholds Medicaid payments from any provider operated by the governmental entity until HHSC has recovered an amount equal to the amount of the funding shortfall. Providers operated by the governmental entity are ineligible for future participation in programs under this subchapter.

(i)Failure of an MCO to comply with contract provisions. HHSC may review MCO payments to network providers or other documentation to verify that the MCO is in compliance with contract provisions directing expenditures for **delivery system** and **provider payment initiatives**. HHSC may also investigate provider claims of contract violations. In the event HHSC identifies any contract deficiency or violation, HHSC takes corrective action to remedy such deficiency or violation, as authorized by §353.5 of this chapter (relating to Internet Posting of Sanctions Imposed For Contractual Violations).

(j)Disallowance of federal funds.

(1)If an arrangement associated with the funding of payments under this subchapter is determined by CMS to constitute an impermissible provider donation, resulting in a disallowance of federal matching funds, the governmental entities responsible for the non-federal share of such payments must transfer funds to HHSC in the amount of the disallowed federal funds. HHSC notifies the governmental entities of the amount and timing of the required transfers.

(2)If payments under this subchapter are disallowed by CMS on grounds other than those described in paragraph (1) of this subsection, to the extent allowed by federal and state law and contract, HHSC may recoup the amount of the disallowance from MCOs, providers, or governmental entities that participated in the program associated with the disallowance.

(k)Recoupment.

(1)If payments under this subchapter result in an overpayment to an MCO, HHSC may recoup the amount of the overpayment from the MCO, pursuant to the terms of the contract between them.

(2)If payments under this subchapter result in an overpayment to a provider, the MCO may recoup an amount equivalent to the overpayment.

(3)Payments made under this subchapter may be subject to any adjustments for payments made in error or due to fraud, including without limitation adjustments made under the Texas Administrative Code, the Code of Federal Regulations, and state and federal statutes. The MCOs may recoup an amount equal to any such adjustments from the providers in question.

(l)State's cost of administering programs. To the extent authorized under state and federal law, HHSC will collect the state's cost of administering a program authorized under this subchapter from participants in the program generating the costs.

The agency certifies that legal counsel has reviewed the proposal and found it to be within the state agency's legal authority to adopt.

Filed with the Office of the Secretary of State on January 9, 2017

TRD-201700102

Karen Ray

Chief Counsel

Texas Health and Human Services Commission

Earliest possible date of adoption: February 19, 2017

For further information, please call: (512) 424-6900

Next Page Previous Page

Re-Query Register Back to List of Records

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS

Texas Register

TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 353	MEDICAID MANAGED CARE
SUBCHAPTER O	DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES
RULE §353.1305	Regional Uniform Rate Increases for Hospital Services
ISSUE	01/20/2017
ACTION	Proposed

Preamble No Rule Available

(a)Introduction. This section describes the circumstances under which HHSC directs an MCO to provide a uniform percentage rate increase to hospitals in the MCO's network in a designated service delivery area for the provision of inpatient services, outpatient services, or both. This section also describes the methodology used by HHSC to calculate and administer such rate increase.

(b)Definitions. The following definitions apply when the terms are used in this section. Terms that are used in this and other sections of this subchapter may be defined in §353.1301 of this subchapter (relating to General Provisions).

(1)Children's hospital--A Medicaid hospital designated by Medicare as a children's hospital.

(2)Inpatient hospital services--Services ordinarily furnished in a hospital for the care and treatment of inpatients under the direction of a physician or dentist, or a subset of these services identified by HHSC. Inpatient hospital services do not include skilled nursing facility or intermediate care facility services furnished by a hospital with swing-bed approval, and any other services that HHSC determines should not be subject to the rate increase.

(3)Institution for mental diseases (IMD)--A hospital that is primarily engaged in providing psychiatric diagnosis, treatment, or care of individuals with mental illness.

(4)Non-urban public hospital--

(A)A hospital owned and operated by a governmental entity, other than a hospital described in paragraph (9) of this subsection defining urban public hospital; or

(B)A hospital meeting the definition of rural public-financed hospital in §355.8065(b)(37) of this title (relating to Disproportionate Share Hospital Reimbursement Methodology), other than a hospital described in paragraph (7) of this subsection defining rural hospital.

(5)Outpatient hospital services--Preventive, diagnostic, therapeutic, rehabilitative, or palliative services that are furnished to outpatients of a hospital under the direction of a physician or dentist, or a subset of these services identified by HHSC. HHSC may, in its contracts with MCOs governing rate increases under this section, exclude from the definition of outpatient hospital services such services as are not generally furnished by most hospitals in the state, or such services that HHSC determines should not be subject to the rate increase.

(6)Program period--A period of time for which HHSC will contract with participating MCOs to pay increased capitation rates for the purpose of provider payments under this section. Each program period is equal to a state fiscal year beginning September 1 and ending August 31 of the following year.

(7)Rural hospital--A hospital located in a county with 60,000 or fewer persons according to the most recent United States Census, a Medicare-designated rural referral center, a sole community hospital, or a critical access hospital.

(8)State-owned hospital--A hospital that is owned and operated by a state university or other state agency.

(9)Urban public hospital--A hospital that is operated by or under a lease contract with one of the following entities: the Dallas County Hospital District, the El Paso County Hospital District, the Harris County Hospital District, the Tarrant County Hospital District, the Travis County Healthcare District dba Central Health, the University Health System of Bexar County, the Ector County Hospital District, the Lubbock County Hospital District, or the Nueces County Hospital District.

(c)Classes of participating hospitals.

(1)HHSC may direct the MCOs in a service delivery area to provide a uniform percentage rate increase to all hospitals within one or more of the following classes of hospital with which the MCO contracts for inpatient or outpatient services:

(A)children's hospitals;

(B)non-urban public hospitals;

(C)rural hospitals;

(D)state-owned hospitals;

(E)urban public hospitals;

(F)institutions for mental diseases; and

(G)all other hospitals.

(2)If HHSC directs rate increases to more than one class of hospital within the service delivery area, the percentage rate increases directed by HHSC may vary between classes of hospital.

(d)Eligibility. HHSC determines eligibility for rate increases by service delivery area and class of hospital.

(1)Service delivery area. Only hospitals in a service delivery area that includes at least one sponsoring governmental entity are eligible for a rate increase.

(2)Class of hospital. HHSC will identify the class or classes of hospital within each service delivery area described in paragraph (1) of this subsection to be eligible for a rate increase. HHSC will consider the following factors when identifying the class or classes of hospital eligible for a rate increase and the percent increase applicable to each class:

(A)whether a class of hospital contributes more or less significantly to the goals and objectives in HHSC's quality strategy, as required in 42 C.F.R. §438.340, relative to other classes;

(B)which class or classes of hospital the sponsoring governmental entity wishes to support through intergovernmental transfers (IGTs) of public funds; and

(C)the percentage of Medicaid costs incurred by the class of hospital in providing care to Medicaid managed care clients that are reimbursed by Medicaid MCOs prior to any uniform rate increase administered under this section.

(e)Services subject to rate increase. HHSC may direct the MCOs in a service delivery area to increase rates for all or a subset of inpatient services, all or a subset of outpatient services, or all or a subset of both, based on the service or services that will best advance the goals and objectives of HHSC's quality strategy.

(f)Determination of percentage of rate increase.

(1)In determining the percentage of rate increase applicable to one or more classes of hospital, HHSC will consider the following factors:

(A)information from the sponsoring governmental entities on one or both of the following:

(i)the amount of IGT the sponsoring governmental entities propose to transfer to HHSC to support the non-federal share of the increased rates for the first six months of a program period; and

(ii)the percentage rate increase the sponsoring governmental entities propose for one or more classes of hospital for the first six months of a program period;

(B)the class or classes of hospital determined in subsection (d)(2) of this section;

(C)the type of service or services determined in subsection (e) of this section;

(D)actuarial soundness of the capitation payment needed to support the rate increase;

(E)available budget neutrality room under any applicable federal waiver programs; and

(F)other HHSC goals and priorities.

(2)After determining the percentage of rate increase as described in paragraph (1) of this subsection, HHSC will modify its contracts with the MCOs in the service delivery area to direct the percentage rate increases.

(g)Timing and amount of transfer of non-federal share.

(1)Sponsoring governmental entities must complete the IGT for the first six months of the program period no later than May 1 of the calendar year that also contains the first month of the program period, unless otherwise instructed by HHSC.

(2)Following the transfer of funds described in paragraph (1) of this subsection, sponsoring governmental entities must transfer additional IGT at such times and in such amounts as determined by HHSC to be necessary to ensure the availability of funding of the non-federal share of the state's

expenditures under this section and HHSC's compliance with the terms of its contracts with MCOs in the service delivery area.

(3)HHSC will instruct sponsoring governmental entities as to the required IGT amounts. Required IGT amounts will include all costs associated with the uniform rate increase, including costs associated with premium taxes, risk margins, and administration, plus ten percent.

(h)Effective date of rate increases. HHSC will direct MCOs to increase rates under this section beginning the first day of the program period that includes the increased capitation rates paid by HHSC to each MCO pursuant to the contract between them.

(i)Reconciliation. HHSC will reconcile the amount of the non-federal funds actually expended under this section during the program period with the amount of funds transferred to HHSC by the sponsoring governmental entities for that same period using the methodology described in §353.1301 (g) of this subchapter.

(j)Recoupment. Payments under this section may be subject to recoupment as described in §353.1301 (k) of this subchapter.

The agency certifies that legal counsel has reviewed the proposal and found it to be within the state agency's legal authority to adopt.

Filed with the Office of the Secretary of State on January 9, 2017

TRD-201700105

Karen Ray

Chief Counsel

Texas Health and Human Services Commission

Earliest possible date of adoption: February 19, 2017

For further information, please call: (512) 424-6900

Next Page Previous Page

Re-Query Register Back to List of Records

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS

Regional Uniform Rate Increase Information and Checklist

The Texas Health and Human Services Commission (HHSC) is currently seeking approval from the Centers for Medicare and Medicaid Services (CMS) to implement regional managed-care uniform rate increases for hospital services beginning September 1, 2017. If approved, the rate increases would reduce hospitals' Medicaid shortfall in the managed care service delivery areas in which they are implemented.

This information and checklist is intended to guide hospitals and governmental entities within a Medicaid managed-care service delivery area (SDA) in: (1) understanding the uniform rate increase concept; (2) evaluating the feasibility and benefits of implementing uniform rate increases within their SDA; and (3) timely submitting the required information for HHSC to determine whether a rate increase can be implemented in the SDA beginning September 1, 2017. Should information in this document conflict with language in the related Texas Administrative Code rules once they are adopted, the rules will control.

KEY COMPONENTS OF THE REGIONAL UNIFORM RATE INCREASE PROPOSAL:

- An SDA must have at least one governmental entity that agrees to provide the non-federal share of all expenditures under the program in that SDA for at least one state fiscal year, including state administrative costs, as well as risk margins, premium taxes, and administrative fees included in payments to the managed care organizations (MCOs).
    - This is required because HHSC will be contractually obligated to pay the MCOs in the SDA a capitation payment that includes amounts attributable to the directed rate increase.
- HHSC will identify the class or classes of hospital within each SDA eligible for the rate increase.
- All MCOs within the SDA will be required to pay the increased rates to all contracted hospitals within each identified class.
- All MCO-contracted hospitals within an identified class will receive the same percentage rate increase from the base rate (generally, the rate paid to the hospital by the MCO before the rate increase).
- The percentage rate increases may vary between classes.
- The rate increases may apply to all or a subset of inpatient services, outpatient services, or both, as directed by HHSC.
- Stakeholders will have input into decisions about classes of hospital, services subject to the rate increases, and the percentage increase applicable to each class, but HHSC retains the final decision-making authority on these aspects of the program.
- Sponsoring governmental entities must be able to transfer the estimated amount of expenditures for the rate increases in the SDA for the first six months of the state fiscal year, plus ten percent that will be returned by HHSC unless needed to cover higher-than-expected expenditures, no later than May 1, 2017.
- Sponsoring governmental entities must transfer additional funds at such times and in such amounts as directed by HHSC to ensure the availability of funding of the non-federal share of the state's expenditures for the remainder of the fiscal year.
- CMS must approve HHSC's contracts with Medicaid MCOs that include the directed rate increases.
- If there is a disallowance of federal matching funds by CMS on the basis of an impermissible provider donation, the governmental entities responsible for the non-federal share must transfer funds to HHSC in the amount of the disallowed federal funds.

Because of the complexities of this program, stakeholders interested in learning more about implementing a uniform hospital managed-care rate increase in their SDA should contact HHSC's lead on this program, Gary Young, at (512) 707-6098 or gary.young@hhsc.state.tx.us.

Regional Uniform Rate Increase Information and Checklist

HHSC MUST RECEIVE THE FOLLOWING INFORMATION NO LATER THAN MARCH 1, 2017, FOR HOSPITALS IN AN SDA TO BE CONSIDERED TO RECEIVE UNIFORM RATE INCREASES FOR MEDICAID MANAGED CARE SERVICES PROVIDED ON OR AFTER SEPTEMBER 1, 2017:

- The identity of the sponsoring governmental entities.
- The name and contact information of the person who will be the primary liaison between the sponsoring governmental entities and HHSC.
- The classes of hospital that the governmental entities prefer to sponsor.
- The type of service (inpatient, outpatient, or both) that the sponsoring governmental entities request be subject to the rate increase.
- The percentage of rate increase the sponsoring governmental entities want to support for each class of hospital for the first six months of the fiscal year.
- The amount of funds the sponsoring governmental entities agree to transfer for the first six months of the fiscal year.
- If an SDA has more than one sponsoring governmental entity, the governmental entities must work cooperatively to provide a unified proposal to HHSC. The governmental entities will not be allowed to request different percentage rate increases for the same class of hospitals or for individual hospitals within a class. If the proposal is approved, the governmental entities will be allowed to make separate transfers to HHSC.

Implementation of this program in each SDA is contingent on HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures in that SDA.

AI-59020 **Health & Human Services Dept.** **15. H. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to draw down funds for the Uniform Hospital Rate Increase Program in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a transfer date of May 1. 2017.

B. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount to be determined by HHSC instructions.

C. Approval of 2017 appropriations of funds from the LPPF in the amount to be determined by HHSC.

BACKGROUND

Sponsoring governmental entities must be able to transfer the estimated amount of expenditures for the rate increases in the SDA for the first six months of the state fiscal year, plus ten percent that will be returned by HHSC unless needed to cover higher-than-expected expenditures, no later than May 1, 2017.

Fiscal Impact

Attachments

igt instructions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/17/2017 11:38 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Dairen Sarmiento		Started On: 03/17/2017 10:31 AM

Final Approval Date: 03/31/2017

Regional Uniform Rate Increase Information and Checklist

The Texas Health and Human Services Commission (HHSC) is currently seeking approval from the Centers for Medicare and Medicaid Services (CMS) to implement regional managed-care uniform rate increases for hospital services beginning September 1, 2017. If approved, the rate increases would reduce hospitals' Medicaid shortfall in the managed care service delivery areas in which they are implemented.

This information and checklist is intended to guide hospitals and governmental entities within a Medicaid managed-care service delivery area (SDA) in: (1) understanding the uniform rate increase concept; (2) evaluating the feasibility and benefits of implementing uniform rate increases within their SDA; and (3) timely submitting the required information for HHSC to determine whether a rate increase can be implemented in the SDA beginning September 1, 2017. Should information in this document conflict with language in the related Texas Administrative Code rules once they are adopted, the rules will control.

KEY COMPONENTS OF THE REGIONAL UNIFORM RATE INCREASE PROPOSAL:

- An SDA must have at least one governmental entity that agrees to provide the non-federal share of all expenditures under the program in that SDA for at least one state fiscal year, including state administrative costs, as well as risk margins, premium taxes, and administrative fees included in payments to the managed care organizations (MCOs).
    - This is required because HHSC will be contractually obligated to pay the MCOs in the SDA a capitation payment that includes amounts attributable to the directed rate increase.
- HHSC will identify the class or classes of hospital within each SDA eligible for the rate increase.
- All MCOs within the SDA will be required to pay the increased rates to all contracted hospitals within each identified class.
- All MCO-contracted hospitals within an identified class will receive the same percentage rate increase from the base rate (generally, the rate paid to the hospital by the MCO before the rate increase).
- The percentage rate increases may vary between classes.
- The rate increases may apply to all or a subset of inpatient services, outpatient services, or both, as directed by HHSC.
- Stakeholders will have input into decisions about classes of hospital, services subject to the rate increases, and the percentage increase applicable to each class, but HHSC retains the final decision-making authority on these aspects of the program.
- Sponsoring governmental entities must be able to transfer the estimated amount of expenditures for the rate increases in the SDA for the first six months of the state fiscal year, plus ten percent that will be returned by HHSC unless needed to cover higher-than-expected expenditures, no later than May 1, 2017.
- Sponsoring governmental entities must transfer additional funds at such times and in such amounts as directed by HHSC to ensure the availability of funding of the non-federal share of the state's expenditures for the remainder of the fiscal year.
- CMS must approve HHSC's contracts with Medicaid MCOs that include the directed rate increases.
- If there is a disallowance of federal matching funds by CMS on the basis of an impermissible provider donation, the governmental entities responsible for the non-federal share must transfer funds to HHSC in the amount of the disallowed federal funds.

Because of the complexities of this program, stakeholders interested in learning more about implementing a uniform hospital managed-care rate increase in their SDA should contact HHSC's lead on this program, Gary Young, at (512) 707-6098 or gary.young@hhsc.state.tx.us.

Regional Uniform Rate Increase Information and Checklist

HHSC MUST RECEIVE THE FOLLOWING INFORMATION NO LATER THAN MARCH 1, 2017, FOR HOSPITALS IN AN SDA TO BE CONSIDERED TO RECEIVE UNIFORM RATE INCREASES FOR MEDICAID MANAGED CARE SERVICES PROVIDED ON OR AFTER SEPTEMBER 1, 2017:

- The identity of the sponsoring governmental entities.
- The name and contact information of the person who will be the primary liaison between the sponsoring governmental entities and HHSC.
- The classes of hospital that the governmental entities prefer to sponsor.
- The type of service (inpatient, outpatient, or both) that the sponsoring governmental entities request be subject to the rate increase.
- The percentage of rate increase the sponsoring governmental entities want to support for each class of hospital for the first six months of the fiscal year.
- The amount of funds the sponsoring governmental entities agree to transfer for the first six months of the fiscal year.
- If an SDA has more than one sponsoring governmental entity, the governmental entities must work cooperatively to provide a unified proposal to HHSC. The governmental entities will not be allowed to request different percentage rate increases for the same class of hospitals or for individual hospitals within a class. If the proposal is approved, the governmental entities will be allowed to make separate transfers to HHSC.

Implementation of this program in each SDA is contingent on HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures in that SDA.

AI-59274 **Elections Administration** **16. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and action but not limited to Election updates.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 04/05/2017 04:02 PM

Final Approval Date: 04/05/2017

Commissioner's Court Notes
April 5, 2017

- APRIL 6TH -LAST DAY TO REGISTER TO VOTE OR TO MAKE CHANGES FOR THE
  MAY 6, 2017 ELECTIONS
- VARIOUS ELECTIONS THROUGHOUT THE COUNTY
  MAYORAL; CITY COMMISSIONERS; SCHOOL BOARD TRUSTEES; REFEREDUM (ELSA)

AS OF TODAY, April 5, 2017:

Registered Voters

Suspense	**11,653**
Active	**327,649**
Total	**339,302**

JAN – MAR 2017:

DPS IMPORTED APPLICATIONS:	10,953
PAPER APPS PROCESSED:	5,564

Hidalgo County Elections Department

Elections for May 6, 2017

Lease Election Services

1. City of McAllen; Mayor, Place 2

Full Election Services

1. City of Mercedes; Mayor, Place 1 and 3
2. City of Pharr; Place 2, 3, 4
3. City of San Juan; Mayor, Place 2 & 3
4. City of Sullivan; Mayor, Place 1&3
5. McAllen ISD; Places 3, 6, and 7
6. Sharyland ISD; Place 1
7. City of Elsa; Referendum Election

Canceled Elections

1. City of Alton
2. City of Penitas
3. City of Progreso Lakes
4. Progreso ISD

AI-59074 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Proclamation in honor of the Hidalgo County Head Start Program "Week of the Young Child" Celebration

BACKGROUND

Policy Council Approval: 03.22.17

Fiscal Impact

Attachments

Proclamation
flyer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 04:48 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Linda Galaviz		Started On: 03/21/2017 10:06 AM
Final Approval Date: 03/31/2017		

PROCLAMATION DECLARING APRIL 10 – 13, 2017 AS "WEEK OF THE YOUNG CHILD"

WHEREAS, the "Week of the Young Child" is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 90,000 members and a network of over 300 local, state, and regional Affiliates; and

WHEREAS, the purpose of the "Week of the Young Child" is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs; and

WHEREAS, the Hidalgo County Head Start Program, under the leadership of the County Commissioners' and Policy Council, share a vision of dedicated services to the economic and social well-being of children and families and are committed to their safety, education and healthy development, with strong community support; and

WHEREAS, the Hidalgo County Head Start provides quality services to 3,690 children between the ages of 3-5 from the neediest families in the County of Hidalgo; and

WHEREAS, these services are in the area of education, health, dental health, mental health, nutrition, special and social services; and

WHEREAS, the Hidalgo County Head Start program encourages families to engage in community activities that encourage children to explore and develop confidence and literacy skills; and

WHEREAS, the designation of a week of special recognition for the children of Hidalgo County will provide an opportunity for caregivers to reflect on the children's future.

NOW, THEREFORE, BE IT RESOLVED the Hidalgo County Commissioners Court hereby proclaims April 10th through the 13th of 2017 to be the "Week of the Young Child" in Hidalgo County, Texas, and urges all citizens to work together to help provide children with the support they need to develop skills and confidence, and to find the inner strength and the will and fire of the human spirit to make their dreams come true.

Approved this 5th day of April, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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

Hidalgo County Head Start Program
Week of the Young Child

Disney Friends for Change



- Mr. Bubbles
- Painting Outdoors
- Puppet Show
- Anchors Way
- Hay Ride
- Puppet Theatre Center
- Bean Bag Toss
- Dinosaur Hunt
- Parachuting
- Horse Shoe
- Snap and Learn
- Arts & Crafts
- Reading Booths
- Face Painting
- Fishing Fever
- Moon Jumps
- American Idols
- Give Me 5
- T-Ball
- Bug Sorting
- Tricycle Course
- Slide 'N' Go
- Golf
- Basketball Hoops



Jose "Pepe" Salinas
Memorial Civic Center
1011 W. Kelly St.
Pharr, Texas
April 10th-13th, 2017



AI-59070 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation of Blue Ribbon Centers

BACKGROUND

Policy Council Approval: 03.22.17

Fiscal Impact

Attachments

Blue Ribbon Centers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/21/2017 01:45 PM
Budget & Management	Veronica Ortiz	03/21/2017 01:45 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Linda Galaviz		Started On: 03/21/2017 09:28 AM
Final Approval Date: 03/31/2017		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 22, 2017

SUBJECT: Presentation of the Blue Ribbon Centers

RATIONALE/NEED: The purpose of selecting ten (10) Blue Ribbon Centers is to recognize excellence in performance. Each year during the Self-Assessment process a set of criteria is used to rate each center and identify those with outstanding performance.

RECOMMENDATION: None

COST:

RELATED INFORMATION INCLUDES: List of the Blue Ribbon Centers and Rating Criteria

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

2017 Blue Ribbon Centers

SULLIVAN CITY - Head Start Center

HIDALGO - Head Start Center

WESTERN ROAD – Head Start Center

MCALLEN IV – Head Start Center

MISSION IV – Head Start Center

MCALLEN VI – Head Start Center

MCALLEN V - Head Start Center

MONTE ALTO - Head Start Center

WESLACO I - Head Start Center

MISSION III - Head Start Center

AI-59069 **Head Start** **17. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Linda Galaviz, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Hidalgo County Head Start Program Self-Assessment Report

BACKGROUND

Policy Council Approval: 03.22.17

Fiscal Impact

FISCAL YEAR: n/a **ACCT. #:** n/a

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

Self-Assessment Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/21/2017 01:44 PM
Linda Flores	Linda Flores	03/24/2017 03:19 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Linda Galaviz		Started On: 03/21/2017 09:27 AM
Final Approval Date: 03/31/2017		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 22, 2017

SUBJECT: Discussion/Approval of Hidalgo County Head Start Program Self-Assessment Results

RATIONALE/NEED: The purpose of the Self-Assessment is to improve program effectiveness. The Self-Assessment was conducted during the weeks of January 23, 2017-February 3, 2017.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program Self-Assessment Results

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
2017 Annual Self-Assessment
Final Report

Introduction:

The Hidalgo County Head Start Program (HCHSP) conducts a Self-Assessment as per Head Start Performance Standards which state *"A Program must effectively oversee progress towards program goals on an ongoing basis and **annually** must conduct a **self-assessment** that uses program data including aggregated child assessment data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting goals...compliance with program performance standards through-out the program year, and the effectiveness of the professional development and family engagement systems in promoting school readiness".* **Subpart J 1302.102(b)(2)(i)(ii)(iii)**

The Hidalgo County Head Start Program's primary purpose is to provide high quality comprehensive Head Start services to the children and families of Hidalgo County. HCHSP believes that this can only be achieved through continuous quality improvements that directly impact the foundation of excellence. It is the intent of HCHSP to not only meet, but exceed Program Performance Standards, moving toward program excellence in serving the children and families of Hidalgo County.

In consultation with the Policy Council and the Hidalgo County Commissioner's Court, HCHSP carries out the self-assessment with the assistance of a team composed of staff, parents and volunteers. This team engages in collecting and analyzing data, conducting interviews and observations, to measure the effectiveness and progress in meeting program goals and objectives and in implementing Federal Regulations. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address areas for enhancement applicable to the HCHSP's school readiness objectives.

HCHSP Program Goals:

- **To promote professional workforce development for employees and parents**
- **To increase parental engagement in their child's educational activities, specifically in the areas of literacy and social emotional development**
- **To promote healthy child development opportunities through parent education in the areas of diabetes, obesity, developmental delay and the impact of the use of drugs**
- **To develop and implement the School Readiness Partnership Model (SRPM) with all school districts in our service area**
- **To expand partnerships with school districts to address infrastructure needs**

Methodology:

The annual self-assessment provides the program with the means to regularly assess the management systems and program operations in order to continually strengthen the services delivered to children and families.

HCHSP conducted its annual Self-Assessment on January 23, 2017 through February 3, 2017. An extensive training was conducted on January 18, 19, and 20, 2017 for the Policy Council, Center Managers, and Self-Assessment Team respectively. The following is the composition of the Self-Assessment teams:

Fiscal:
Elma Carrera, Chief Financial Officer
Ambrosio Tovar, Procurement Director
Angelica Salinas, Procurement Assistant

Child Health & Safety:
Elvia Ibanez, RN, Health Services Director
Maria Martinez, LVN
Paulita Gonzales, LVN
Noemi Flores, Risk Mgmt. Specialist

Child Development:
Rebecca Villarreal, Administrator for Education
Homero Carrera, Education Area Director
Hector Guerra, Education Area Director
Susie Saenz, Education Area Director
Nadia De Leon, Education Area Director
Melissa Gallegos, Mental Health Counselor

Program Governance/Management Systems:
Teresa Flores, Executive Director
Edmundo Garcia, Assistant Program Director
Nora S Munoz, Assistant Program Director
David Guel, Administrator for Human Resources
Karina Larios, Human Resources Director
Sylvia Garza, Staff Development Director

Nutrition:
Gilbert Silva, Nutrition Director
Karina Beckmann, Nutrition Coordinator
Aurora Figueroa, Nutrition Coordinator

Special Services (Disabilities):
Edna Snider, Special Services Director
Denise Chapa, Special Services Coordinator
Sonia Balderas, Special Services Coord.

ERSEA/Family & Community:
Elvira Segura, Family Services Director
Ramiro Silva, Community Partnerships Director
Ana Villaurrutia, Family Services Coordinator
Debra Gamboa, Family Services Coordinator
Hermelinda Corona, Comm. Partner. Coord.

Transportation/Field Operations:
Oscar Palacios, Field Operations Director
Oliver Solis, Transportation Coordinator

Parent Participation: HCHSP extends its appreciation to the three-hundred and eighty-six (386) parents that participated, in various ways, in our Self-Assessment process. Their participation in the Self-Assessment strengthens our commitment to engage parents in the decision-making process to improve services to children and families.

HCHSP'S plan for this year's Self-Assessment included the analysis of the following data:

- CLASS Observations conducted by the Education Area Director and Center Managers in the Fall
- Children's Pre and Mid Assessment results
- Children's Average Daily Attendance for PY 2016-2017
- Staff Training/Development
- Family Engagement and participation in training/workshops
- Data collected from Center visits and On-Going Monitoring
- Data collected for the Program Information Report (PIR)
- Previous results from PY 2015-2016 Self-Assessment

In addition to the analysis of data, the Self-Assessment team visited every Head Start center; two children's files (selected at random) from every classroom were reviewed and documented; One classroom from every center (selected at random) was observed and documented using the Preschool Early Language and Literacy Quick Check; One classroom from every center (selected at random) was observed using the Mental Health On-Site Observation tool; Two files from every center (selected at random) were reviewed for ERSEA compliance; Two First Aid Kits from every center (selected at random) were monitored for compliance; A Health and Safety Screener was conducted at every center; An American with Disabilities (ADA) Checklist was conducted at every center; A Playground Checklist was conducted at every center; A Bus Route Monitoring Report was submitted for every bus providing transportation services; And, one-hundred and twenty (120) personnel files were reviewed for compliance.

Key Insights:

Strengths/ Areas where the Program is working well:

Fiscal/Procurement:

- HCHSP's record Keeping maintenance, electronic requisitioning, and the use of the governmental accounting software are some examples of Program strengths within the Finance and the Procurement Department. The governmental accounting software allows for the reconciliations, general ledger transactions, electronic requisitioning, purchase order processing, payroll processing, quarterly reports and many others. Additionally, the Fixed Assets Tracking System (FATS) enables us to physically account for all assets by utilizing a bar code scanner to tag fixed assets and easily track their location.
- HCHSP's process for documenting in-kind contributions has been strengthened to ensure adherence to Program Standards. A certified independent appraiser was secured in December of 2014 to appraise all center buildings and their locations to determine a valuable and accurate in-kind contribution from third party entities. Additionally, the supporting documentation submitted from the centers has been revised to support the requirements needed for in-kind reporting and recording.

- HCHSP's audit results indicate no findings, no recommendations from the auditors, and no potential areas of non-compliance within the past 7 to 10 years. It is evident that the continuity of maintaining those audit outcomes is of utmost importance and dedication of the Head Start staff. The Program has implemented strong internal controls and adheres to the procedures in place. This process enables the fiscal/procurement departments to be audit ready every day, produce financial reports accurately, efficiently and effectively, minimizing errors, and maintaining the integrity of the Program's funding resources.

- *"The Hidalgo County Head Start Program operates as an Agency under the County of Hidalgo, Texas (the County). All federal grants subject to the Single Audit Act and OMB/Uniform Guidance from all of the departments and agencies under the County are considered for Major Program, Type A and Type B determinations.*
  The Hidalgo County Head Start Program's federal Head Start Grant has undergone single audits within the past 2 years, with no findings. Because it has been audited as a major program within the past 2 years and because there have been no findings, the Hidalgo County Head Start Program's Head Start Grant funds (1/1/2016 – 12/31/2016) may not be considered "High Risk", and therefore, may not be selected for the County's 12/31/2016 single audit". Joshua Longwell, CPA, Audit Associate, Burton McCumber & Cortez, LLP

ERSEA/Family and Community Partnerships:

- HCHSP maintains an active waitlist of over 390 applications (currently 398 applications, which is above the required 10%).
- HCHSP has met the required 10% enrollment opportunities to children with disabilities (369 children required - current report shows 399 children enrolled).
- HCHSP exceeds the required 85% Average Daily Attendance (current report shows 91%).
- HCHSP's independent audit reviews have found all the ERSEA files to be 100% Head Start eligible and in compliance and include supporting documentation.
- HCHSP maintains a Family Partnership Agreement system that aligns with the Parent, Family and Community Engagement Framework Outcomes and School Readiness Outcomes.
- All HCHSP families, including recently enrolled children, have completed the Family Partnership Agreement with follow-ups. Documentation also reflects more father engagement.
- All HCHSP centers have registered parent and community volunteers with appropriate documentation as required.
- HCHSP maintains advisory committees in all components of the Program: Family and Community Engagement, Education, Nutrition, Special Services, Transition, Transportation, as well as the required Health Advisory Committee.
- HCHSP maintains strong collaborations with the Local Education Agencies (ISD's), and community organizations such as local Housing Authorities, local libraries, the County of Hidalgo Community Service Agency, the University of Texas – Rio Grande Valley, South Texas College, and Region One Educational Service Center.
- HCHSP maintains a strong Family Literacy program that promotes a parent/child "Read-Aloud" program, to include Reading Lending Libraries at all Head Start classrooms.

- HCHSP maintains a strong parent education program to include the Exploring Parenting curriculum and the Financial Literacy program; Partnerships with the local education agencies also provide English as a Second Language and GED education.

Child Health & Safety:

- HCHSP ensures the necessary health care forms are being collected consistently throughout the Program. Center staff has significantly improved their communication with doctors and are proactive in requesting special health care plans and excuses.
- Abnormal findings on physicals are quickly identified by center staff and are addressed.
- The forty-five (45) day vision and hearing deadline was met for all centers. Children with failed exams are referred to medical professionals for continuation of care within a timely manner.
- Immunizations are up to date and followed as per CDC schedule throughout all centers. Questions on immunizations are quickly forwarded to the nurses for further guidance.
- Daily oral fluoride application is consistent throughout the Program.
- HCHSP's documentation of daily and weekly health checks continues to be effectively implemented. All documentation is gathered on a monthly basis and reviewed.
- HCHSP's classroom and playground safety continues to meet and exceed performance standard criteria program wide.
- HCHSP's ensures that all enrolled children have a medical and dental home to provide preventive and curative care.

Early Childhood Development:

- The learning areas are organized and routines are well defined. Children are safe and comfortable in their environment and understand what is expected of them.
- Successful engaging interactions between the teachers and the children are observed.
- There is evidence of peer assistance through-out different group activities.
- The children are on task and smooth transitions are evident.
- HCHSP ensures that there are sufficient materials in learning areas.
- There is evidence that implementation of Frog Street Thematic Units, Lesson Plans, and Resource Curriculum Binder is being utilized.
- Good classroom management is observed. The Classroom Rules are clearly defined and children are given leadership roles.
- Parent, foster parent, and community volunteer engagement is evident in all the centers.
- HCHSP parents are very supportive and impressed with the Program
- HCHSP parents appreciate the training provided and the daily communication with Teachers and staff.
- There is evidence of a print rich environment and children's work is proudly displayed through-out the centers.
- Circle time activities are successful with lots of children interaction in developmentally appropriate activities.
- HCHSP's documentation in the children's records is in compliance meeting all deadlines with LAP-D, DECA, Speech Screeners, etc.
- There is evidence that the Center Managers are effectively managing their centers.
- HCHSP's School Readiness Partnerships with the school districts are working, as a TEAM, successfully.

Nutrition:

- HCHSP is able to maintain food costs under control and currently utilizes funds from the USDA to absorb 42% of the personnel costs for custodians who assist to serve the food in the classrooms in the Program.
- HCHSP's annual Nutrition Contest generates a substantial number of parents, staff, children, and members of our community who are engaged in healthy nutritional awareness in our community.
- HCHSP's menu and menu planning continues to show exemplary status. By conducting manager's specials once a month and menu surveys conducted every two years, the Program has been able to incorporate new meals that children like into our menu.
- Food safety and sanitation practices exceed the Program's standards.
- HCHSP's kitchen staff has successfully adapted to the Program calendar requirements of the MOU's with the school districts.

Special Services:

- HCHSP has met and exceeded the 10% requirement of children with disabilities who have been identified and are receiving services through the local education agency's special education departments.
- HCHSP's partnership with the McAllen Independent School District assigns a Pre-School Program for Children with Disabilities (PPCD) unit to the Austin One-Stop Head Start Center to mainstream severely disable children and prepare them to be school ready. This community based setting allows children who have more significant disabilities to be educated in a least restrictive environment allowing for total inclusion.
- HCHSP continues to work collaboratively through Memoranda of Understanding with the Special Education Department (13) to establish cooperative working relationships to ensure services are provided to our special needs children.
- HCHSP assigns Disability Classroom Assistants to classrooms where there are children with a more significant disability to assist the teacher and allows for children with special needs to develop along non-disabled children.
- HCHSP provides training to parents and staff on IDEA to enhance their knowledge of their rights in order to be better advocates for their children.
- Presentations are provided to parents on various topics, and they are exposed to various organizations whose purpose is to work with families who have children with disabilities.
- HCHSP collaborates with Early Childhood Intervention Agencies to allow eligible children to make the transition into the Head Start Program.

Transportation/Field Operations:

- HCHSP is currently operating thirty (30) bus routes and eight (8) double routes, assisting the Program in increasing the average daily attendance (ADA).
- HCHSP's bus routes are completed within one hour.
- Roll call is done before and after boarding to ensure that no child is left behind. In addition, all buses are equipped with a child reminder to ensure that no child is left behind on the bus.
- HCHSP collaborates with the Pharr-San Juan-Alamo Independent School District transportation department to provide a bus, a bus driver and bus-aide to transport eighteen (18) Head Start children to and from home, at no cost to the Program.

- Bus-aides interact with the children while on the bus, extending the educational program, by reciting nursery rhymes, numbers, shapes, colors, etc. Bus-aides are continuously engaged in general conversation with the children.
- HCHSP's Transportation Department staff has been accident-free for the last nine (9) years.

Program Governance/Management Systems:

- HCHSP examined 156 personnel records that were randomly selected which represented all job description categories. Selected records were reviewed for the purpose of determining whether all required program mandated documents were properly secured for every employee. This includes verification of non-employee, such as Volunteers and school district professionals working through our partnerships.
- Evidence shows that employee records are properly maintained and the present system is proven to be effective. The personnel record audits conducted by Child Care Licensing Representatives have met a "No Deficiency" status.
- HCHSP's data base, ABRA Sage HRMS, is effectively used by staff to produce monitoring schedules in order to maintain current background checks for all employees, maintaining health/TB appraisals, First Aid/CPR Training, CDA Credential monitoring, employee Probationary and Annual Evaluation tracking, and developing data search queries that are used for monitoring personnel needs.
- Currently 34% of the Hidalgo County Head Start Program employees are current or former parents. Parents are also given priority consideration to fill the substitute vacancies for classroom staff. Many parents began their career tract as classroom volunteers and transitioned to jobs such as assistant teachers, bus aides, disability aides, custodians, etc., and have enrolled in college degree programs to become teachers.
- As a result of streamlining job responsibilities throughout the Program, a total of 114 positions have been reduced within the past 13 years. The Program continues to provide quality services to 3,690 children and families.

Recommendations:

Fiscal/Procurement:

Currently, the Fiscal Procedures Manual is being updated to include compliance requirements indicated in the Code of Federal Regulations Part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards.

ERSEA/Family and Community Partnerships:

HCHSP identified four (4) centers with non-active waitlists. Focus will be placed on recruitment efforts and application review for approval.

Child Health & Safety:

HCHSP will work with, and support, the center staff to improve communication between staff and parents to ensure dental follow ups are completed on a timely manner.

Early Childhood Development:

HCHSP reviews children's assessment results and Classroom Teacher's results on CLASS to intentionally develop a Plan of Action for continuous improvement. The goal being, to work with Center Managers and Classroom Teachers in providing technical support, staff development

training, modeling in classrooms conducted by peer mentor coaches and ultimately to monitor the Program's progress in the teaching and learning process.

Classroom Teachers have been identified and classified by priority of needs:

Priority 1: Classroom Teachers failing to meet expected gains of 10 + points per domain in LAP-D (in 3 or more domains); Classroom Teachers scoring Low in CLASS Observations (< 3 in any domain); and all first year teachers

Priority 2: Classroom Teachers failing to meet expected gains of 10 + points per domain in LAP-D (in 3 or more domains); and Classroom Teachers scoring HIGH in CLASS Observations **OR** Teachers meeting the expected gains of 10+ points per domain in LAP-D scoring Low in CLASS Observations (<3 in any domain)

Priority 3: Classroom Teachers identified and recommended by Center Manager or Education Area Directors as needing additional support and Classroom Teachers who need support in 1 or 2 domains in LAP-D

Results: 24 (12.9%) Classroom Teachers in Priority 1 group
35 (18.8%) Classroom Teachers in Priority 2 group
33 (17.7%) Classroom Teachers in Priority 3 group

A Plan of Action is developed and implemented for every Priority 1 and 2 Classroom Teacher by Center Manager and Education Area Director. Peer-Mentor Coaches implementing the 3 cycles of the Practice –Based Coaching Model will mentor Priority 3 Classroom Teachers.

Other recommendations: Implement more intentional planning and activities for Individualization; address Dual Language (emphasize the Language of the Day); use and accessibility of Journals and "Me Books"; integrating the use of Kindermusik with Frog Street Lessons especially during Transitions and Physical Motor Development; continue providing staff development in the Head Start Early Learning Outcomes Framework; and provide to parents additional training and activities to work with their children at home.

Nutrition:
HCHSP continues to see problem areas on the submission of forms on a timely basis (1535's, referrals, transfers/drops, and doctor's RX prior to upcoming year or before it expires). A Plan of Action has been developed to identify strategies to support the center staff with the submission of documentation to include training and more intentional monitoring.

Special Services:
HCHSP will continue to work cooperatively with the ISD's Special Education Departments on all aspects of the process (ie., intervention, referral, evaluation, and services).

Transportation/Field Operations:
HCHSP will explore the acquisition of additional playground equipment for children to engage in social/emotional activities such as booths for pretend play and socialization.

Program Governance/Management Systems:
HCHSP will enhance the New Classroom Staff Orientation and Training, to include a process of documenting and recording Criminal Background Checks for school district partnership teachers that assist in the classrooms, and establish a process for properly documenting care giver training. In addition, the Program will continue the development and use of electronic storage of hard copy records that are duplicated annually. The Executive Director will continue to work with the Grantee Board and Policy Council in the revision of the By-Laws to ensure alignment with the new Performance Standards.

Potential Areas of Non Compliance (PANC)

No potential areas of non-compliance were identified by the Self-Assessment teams.

Progress towards meeting Program Goals:

Program Goal 1. : To promote workforce professional development for employees and parents

Objectives

A. To support CLASS and increase CLASS scores and Learning Accomplishment Profile-Diagnostic (LAP-D) scores
B. To implement and expand coaching plan
C. To increase the number class reliable staff with internal trainers
D. To recruit and hire more parents as HS staff

Self –Assessment Results	**2015-2016**	**2016-2017**
• # of class reliable personnel	51	60
• # of class reliable mentor coaches,	11	20
• Class scores (Fall)		
o Emotional support	5.89	5.87
o Classroom Management	5.36	5.35
o Instructional Support	4.69	4.78
• LAP-D average scores for all domains from Pre to Mid		
o Physical Health & Development + 11.68		
o Social Emotional + 12.06		
o Approaches to Learning + 13.31		
o Cognition + 13.87		
o Language & Literacy + 10.47		
• Employment of parents	32.8%	34%
• Referrals to adult educations classes	285	298
• # if parents participating in parental training	2,244	1,298

CLASS scores reflect teacher turnover as new teachers become trained. Scores also trend higher after each cycle is completed. LAP-D scores reflect Pre to Mid results which normally trend higher when compare to POST results after the month of May. Parents' participation in training for the school year is trending towards surpassing the previous year's figures as parental engagement focuses on school readiness.

Program Goal 2 : To increase parental engagement in their child's educational activities, specifically in the areas of literacy and social emotional development		
Objectives: A. To train parents to read to their children, B. To develop parent trainers, C. To promote social emotional activities at home D. To secure partners that provide age appropriate books		
Self –Assessment Results	**2015-2016**	**2016-2017**
• # of registered volunteers	308	383
• # of parents registered to participate to read to children	4,051	5,308
• # of hours parents participate in take-home activities	427,642	180,595
• Parents' take-home activities available for In-kind	$5,645,590	$2,472,256
Fiscal Policies and procedures have been strengthen to ensure that all take-home activities are allowable and reasonable as defined in the Head Start regulations and included as In-Kind contribution for Non-Federal match. Take-home activities' numbers represent current school year.		

Program Goal 3. To promote healthy child development opportunities through parent education in the areas of diabetes, obesity, development delay and the impact of the use of drugs		
Objectives: A. To conduct trainings on diabetes and drug abuse B. To arrange for health screenings C. To organize support groups and referrals for parents		
Self –Assessment Results	**2015-2016**	**2016-2017**
• # of parents participating asthma plans	146	142
• # of anaphylaxis plans	28	36
• Children over 95th weight –for-height percentile	669	646
• # of health screenings completed	3,690	3,690
An MOU (Asthma) with Texas A&M has now been expanded to include all centers, 285 parents are now taking part in the study.		

Program Goal 4. To develop and implement the School Readiness Partnership Model (SRPM) with all school districts in our service area

Objectives:

A. To sustain School Readiness Partnership Model (SRPM) with our current partnering school districts
B. To secure new partnerships with non-participating school districts
C. To address the goals of the School Readiness Plan

Self-Assessment Results	**2015-2016**	**2016-2017**
• # of school readiness partnerships	3	8
• # of ISD Teachers in partnerships	42.5	84.5
• # of hours ISD's hours available for In-Kind	32,288	59,612
• Value of ISD's hours available for In-Kind	$1,337,692	$2,469,736

Mission ISD has signed our MOU. Donna and Hidalgo ISD's are considering becoming partners in our School Readiness Partnership in the Fall. There is ongoing communication with the remaining school districts for their participation. ISD's teachers' salaries are allowable as In-Kind contributions, 2017 numbers reflect current school year.

Program Goal 5: To expand partnerships with school districts to address infrastructure needs.

- Objective: To plan and explore expansion opportunities with the school districts that includes transportation of children with disabilities, available classroom space and/or supplies.

Self-Assessment Results:

- The program is collaborating with the Pharr-San Juan- Alamo Independent School District's transportation department. Currently the school district is providing a bus, bus driver, and bus aide and transporting eighteen (18) of our program's children at no cost to the program. This partnership also allows the program the opportunity to utilize classroom space in three (3) elementary schools (18 classrooms) at no cost to the program.
- ISD's are providing classroom supplies such as tablets and curriculum resources for the children and teachers.

The program is communicating with the ISD's regarding the need to upgrade playground equipment. McAllen is evaluating providing curriculum support modules for all McAllen Head Start centers.

School Readiness Goals

HCHSP's data continues to reveal that children are meeting and/or exceeding expectations in all areas of development. Data gathered is reflective of progress made for individual children, as well as special populations. Evidence supporting the achievement towards our School Readiness Goals (SRG) is derived from our Learning Accomplishment Profile Diagnostic (LAP-D) instrument on children's individual assessments from the Pre to the Mid checkpoints.

SRG Goals for Physical Well-being and Motor Development Domain

- The children will develop strong and healthy bodies and minds through fine motor skills and gross motor skills
- The children will identify and practice healthy and safety practices

Self-Assessment Results: Domain assessment results demonstrate a gain of 11.68 points, from Pre - 62.54 to Mid-74.22

SRG Goals for Social and Emotional Development Domain

- The children will engage and maintain positive adult, child, and peer relationships and interactions
- The children will display levels of attention, emotional regulation, and positive behavior in the classroom

Self-Assessment Results: Domain assessment results demonstrate a gain of 12.05 points from Pre-58.97 to Mid-71.02.

SRG Goals for Approaches to Learning Domain

- The children will demonstrate persistence when working with materials and activities seeking new information
- The children will show an interest in various topics and activities, an eagerness to learn, creativity and independence in their interactions with activities and materials

Self-Assessment Results: Domain assessment data demonstrate an average gain in all domain elements of 14.87, from Pre-39.32 to Post-52.63

SRG Goals for Language and Literacy Domain

- The children will receive research base instructional strategies that are appropriate for the development of language and literacy skills through developmentally appropriate literature
- The children who are dual language learners will demonstrate increased competency in literacy and home language while developing proficiency in English

Self-Assessment Results: Domain assessment data demonstrate an average gain in all domain elements of 10.46, from Pre of 31.63 to Mid of 42.09

SRG Goals for Cognition and General Knowledge Domain

- The children will receive an instructional program based on an interdisciplinary format with the integration of logic and reasoning, math, and scientific reasoning
- The children will use observation and manipulation, ask questions, make predictions, and develop hypotheses to gain better understanding of information and activities in their surrounding

Self-Assessment Results: Domain assessment data demonstrate an average gain in all domain elements of 10.47, from Pre-40.88 to Mid-of 54.75.

AI-59071 **Head Start** **17. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Mission Consolidated Independent School District

BACKGROUND

Policy Council Approval: 03.22.17

Fiscal Impact

Attachments

MOU w Mission CISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/21/2017 01:45 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Linda Galaviz		Started On: 03/21/2017 09:31 AM
Final Approval Date: 03/31/2017		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 22, 2017

SUBJECT: Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Mission Consolidated Independent School District

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Mission Consolidated Independent School District to deliver services to Head Start Children and families for school year 2017-2018. This partnership includes services of early childhood state certified teachers to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL:

Ambrosio Tovar

From: Steve Crain <scrain@atlashall.com>
Sent: Wednesday, March 01, 2017 1:13 PM
To: 'Ambrosio Tovar'
Subject: RE: Mission CISD MOU 2017

The MOU is OK.

From: Ambrosio Tovar [mailto:ambrosio.tovar@hchsp.org]
Sent: Wednesday, March 01, 2017 12:26 PM
To: scrain@atlashall.com
Subject: Mission CISD MOU 2017

Please for your: APPROVED AS TO FORM.
Thank you.

Ambrose Tovar
HCHSP

Memorandum of Understanding between
Mission Consolidated Independent School District and the
Hidalgo County Head Start Program
2017-2018

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Mission Consolidated Independent School District (MCISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MCISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **MCISD** is a public education institution of the state of Texas. **HCHSP** and **MCISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MCISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors is informed of the various aspects and elements of this partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **MCISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-six (176) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:

The names and addresses of the HCHCP sites that will be serviced by MCISD, the number of classrooms per site, and maximum number of children served by MCISD at each site are as follows:

Mission I Center: 115 S. Mayberry, Mission, TX; 3 classrooms, 60 children
Mission II Center: 1105 E. 8th, Mission, TX; 7 classrooms, 140 children
Mission III Center: 3401 Mayberry, Mission, TX; 3 classrooms, 51 children
Mission IV Center: 301 S. Inspiration Rd., Mission, TX; 3 classrooms, 60 children
Alton Center: 202 W. Dawes Ave., Alton, TX; 6 classrooms, 120

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2017 and ending July 31, 2018. Prior to the end of The Term or any term of renewal, **HCHSP** and **MCISD** may agree to a renewal to extend the term of the MOU hereof, commencing on the first day of August of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

Responsibilities:

MCISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MCISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2017, will be dual-enrolled and served by **MCISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MCISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

Partnership Responsibilities:

A. **MCISD** will:
   a. Designate a **MCISD** principal, instructional coach/s, and/or program specialist to provide supervision, oversight, support and evaluation of the **MCISD** teachers who are providing services in connection with this Agreement.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit necessary HCHSP representatives to attend ARDs conducted by **MCISD** involving **HCHSP** children.
   e. Assign special education teachers to provide services to children who are identified in need of special services through the **MCISD** Special Education Program.
   f. Arrange for a substitute when the **MCISD** teacher is absent.
   g. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   i. Provide an overview of the collaboration with the participating Administrators.
   j. Finance the **MCISD** personnel.

B. The **MCISD** Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 year olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 year olds).
b. Attend and/or assist in delivery of collaborative Professional Development for ISD and **HCHSP** as deemed appropriate.
c. Participate with the **HCHSP** staff in the recruitment process.
d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
f. Complete and fulfill the required documentation for **MCISD** and **HCHSP** with the assistance of both Human Resource Departments
g. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
i. Follow collaboration protocol with any issues/concerns which may arise.
j. Follow **MCISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
k. Comply with any other responsibilities assigned by the immediate supervisor.
l. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:
a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
b. Coordinate efforts with **MCISD** to identify children with special needs and follow the **MCISD** referral process for identification and services.
c. Identify personnel who will attend the ARDs conducted by **MCISD**.
d. Assist with the distribution, completion, and submission of the required **MCISD** student enrollment documents within the first week of a child's enrollment.
e. Coordinate with district staff to transition children to the public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **MCISD** personnel.
h. Schedule a time for the **HCHSP** teacher and **MCISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations and **HCHSP** Personnel based on the **HCHSP** grant.
k. At it sole expense, **HCHSP** will take such action as may be necessary to ensure that the designated Center Sites/classroom spaces meet all applicable federal, state and local standards for use as contemplated by this MOU, including without limitation, any modifications, alterations, repairs, or other construction necessary to comply with the same. **MCISD** shall in no event bear costs or other liability for bringing any Center Site/classroom space into compliance with federal, state or local standards and **HCHSP** agrees that it bears full responsibility and shall not seek reimbursement from **MCISD** for any such costs.
l.

D. Collaboratively **MCISD** and **HCHSP** will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MCISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.

Transportation Services:

Assigned **MCISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MCISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MCISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MCISD** and their respective elected officials, employees, representatives and agents (collectively "**MCISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MCISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHS's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MCISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **MCISD** and **HCHSP** to provide the children the best services available.

Mission Consolidated Independent School District

_____ _____

Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-59072 **Head Start** **17. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Request for Authorization to Upgrade from Current Verizon Dura VX Phones through the County's Membership/Participation with Contract DIR-TSO-3415 with Awarded Vendor VERIZON WIRELESS for:

Number of Phones/Type of Phones	Will Be Assigned To
Six (6) iPhones 6s	3 Education Directors 3 Parents with Special Needs
Five (5) Push-to-Talk iPhones 6s	1 Maintenance Director 1 Transportation Coordinator 2 Maintenance Crew Leaders 1 Safety Officer
Forty-Nine (49) Push-to-Talk iPhones 6s	28 Bus Drivers 13 Maintenance Crew Leaders 5 Warehouse Staff 3 IT Staff

BACKGROUND

Policy Council Approval: 03.22.17

Fiscal Impact

Attachments

Upgrade Phones

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 02:09 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Linda Galaviz		Started On: 03/21/2017 09:33 AM
Final Approval Date: 03/31/2017		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 22, 2017

SUBJECT: Discussion/Approval of Request for Authorization to Upgrade from Current Verizon Dura VX Phones through the County's Membership/Participation with Contract DIR-TSO-3415 with Awarded Vendor VERIZON WIRELESS for:

Number of Phones/Type of Phones	Will Be Assigned To
Six (6) iPhones 6s	3 Education Directors 3 Parents with Special Needs
Five (5) Push-to-Talk iPhones 6s	1 Maintenance Director 1 Transportation Coordinator 2 Maintenance Crew Leaders 1 Safety Officer
Forty-Nine (49) Push-to-Talk iPhones 6s	28 Bus Drivers 13 Maintenance Staff 5 Warehouse Staff 3 IT Staff

RATIONALE/NEED: The upgrade will enable the Head Start Program staff to have effective communication with Bus Drivers, Maintenance Staff and Education Directors throughout the County.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds are available.

RELATED INFORMATION INCLUDES: *Wireless Proposal Service Plan, Calling Features, and Equipment Quotes
*Wireless Device Request Form W.2011.2 - Sample Form to be Complete by Each Employee
*List of Head Start Employees

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Edmundo Garcia, Assistant Director for Program Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Head Start
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID [illegible]
DATE 2/28/2017
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
NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL $47.99	11	$47.99	400	Unlimited	Flex	4,400	$0.25	$527.89	$6,334.68
NATIONWIDE FOR BUSINESS VOICE SHARE & DATA UNL + MHS N&W/M2M/MSG UNL $34.99	49	$34.99	0	Unlimited	Flex	0	$0.25	$1,714.51	$20,574.12
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	60					4400		$2,242.40	$26,908.80

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	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	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

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
82878 - PTT PLUS 3G ENTERPRISE $5 (Eligible plans $24.99+)	54	$5.00						$270.00	$3,240.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$270.00	$3,240.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $30,148.80

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
iPhone 6s 32GB (PP $19.99+, plus required BB/PDA bolt on feature.)	60	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	60		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$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

Eligible accessories receive a 35% discount.

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$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

EQUIPMENT AND ACCESSORIES ESTIMATED COST $0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$2,512.40	$30,148.80
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$30,148.80

1Q17 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
B2B 4G Smartphone - new line activations (effective 1/1/2017 to 3/31/17) (PP $34.99+NOT COMBINABLE WITH ANY OTHER BIC PROMO)	60	($100.00)	($6,000.00)
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	60		($6,000.00)

QUOTE ID 17228154059

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

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.

Updated 01/03/2017

Hidalgo County Head Start Program
List of Head Start Staff

QTY	DESCRIPTION	DEPT	EMP No.	SERVICE TOTAL	EQUIPMENT TOTAL
1	**Smartphone**	**Head Start**	**002909**	**Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99**	**$0.00**
1	Smartphone	Head Start	002772	Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	Smartphone	Head Start	003451	Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	Smartphone	Head Start	HS Open	Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	Smartphone	Head Start	HS Open	Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	Smartphone	Head Start	HS Open	Nationwide 400 Share Email & Data 47.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	**Smartphone**	**Head Start**	**000511**	**Nationwide for business voice share & data 52.99 + 5.00 Taxes & Fees= $57.99**	**$0.00**
1	Smartphone	Head Start	003339	Nationwide for business voice share & data 52.99 + 5.00 Taxes & Fees = $57.99	$0.00
1	Smartphone	Head Start	000027	Nationwide for business voice share & data 52.99 + 5.00 Taxes & Fees= $57.99	$0.00
1	Smartphone	Head Start	003046	Nationwide for business voice share & data 52.99 + 5.00 Taxes & Fees= $57.99	$0.00
1	Smartphone	Head Start	004006	Nationwide for business voice share & data 52.99 + 5.00 Taxes & Fees= $57.99	$0.00
1	**Smartphone**	**Head Start**	**001665**	**Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99**	**$0.00**
1	Smartphone	Head Start	002478	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees = $52.99	$0.00
1	Smartphone	Head Start	003900	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004541	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004368	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	003941	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004504	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004811	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002455	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004025	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004946	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00

Hidalgo County Head Start Program
List of Head Start Staff

1	Smartphone	Head Start	004870	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004961	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004983	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004238	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002133	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004107	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002764	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004977	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004065	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004917	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004260	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002379	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004911	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004556	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	003348	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002976	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004962	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	005006	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004703	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004460	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004588	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004106	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
				Nationwide for business voice share & data	

Hidalgo County Head Start Program
List of Head Start Staff

1	Smartphone	Head Start	004623	39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004810	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	003748	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004459	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004720	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	002603	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004945	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004916	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004108	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	003885	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	004536	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	003884	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	Open	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	Open	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	Open	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00
1	Smartphone	Head Start	Open	Nationwide for business voice share & data 39.99 + 5.00 Taxes & Fees= $44.99	$0.00

AI-59147 **Planning Department** **18. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. **Preliminary Approval with Variance Request**

a. Loma Verde No. 4 Subdivision- Pct. 4 (Kyle Ruppert) (Mile 21 Road & F.M. 2812)
No. of Lots: 7 Single Family
Flood Zone: X
Drainage: Yes, by re-grading Mile 21 Road.
ETJ: No, Rural Area
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: No. Mile 21 North Road to be paved.

2.**Preliminary Approval**

a.San Martin No. 3 Subdivision- Pct. 1 (Tillmin Welch, President) (Canton Road & Dillon Road)
No. of Lots: 53 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Donna.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road. 3 internal streets to be paved

3.**Final Approval**

a.Neuhaus Acres Subdivision- Pct.1 (Melanie D. Wilson) (Mile 9 North Road & Mile 1 ½ West Road)
No. of Lots: 2; 1 Single Family and 1 Agricultural
Flood Zone: X
Drainage: Yes, by re-grading Mile 9 North Road.

ETJ: Yes, approved by the City of Mercedes.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Mile 9 North Road.

BACKGROUND

Fiscal Impact

Attachments

Loma Verde NO.4
San Martin NO.3
Neuhaus Acres

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/28/2017 03:36 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Flor Castillo		Started On: 03/28/2017 02:49 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-05-2017

PROPOSED LOMA VERDE NO. 4 SUBDIVISION, PRECINCT No. 4.

ENGINEER: RIO DELTA ENGINEERING DEVELOPER: KYLE RUPPERT

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: 7 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: WEST OF MILE 21 ROAD (SUNFLOWER LINE) APPROXIMATELY 330 FEET NORTH OF F.M. 2812.

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 2-16-2017 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: RECONSTRUCTION OF MILE 21 ROAD SIDE DITCH WITH A DISCHARGE OUTFALL ONTO HCDD#1 DITCH.

ROAD R.O.W. DEDICATION: NO ADDITIONAL R.O.W. ONTO MILE 21 ROAD (SUNFLOWER LANE)

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 3-9-2017 By, JOSE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 3-9-2017 By, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: IVAN GARCIA

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: MILE 21 ROAD (SUNFLOWER LANE)

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 3-10-2017 : By MARTIN RAMIREZ Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS, SECTION 2.9**

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

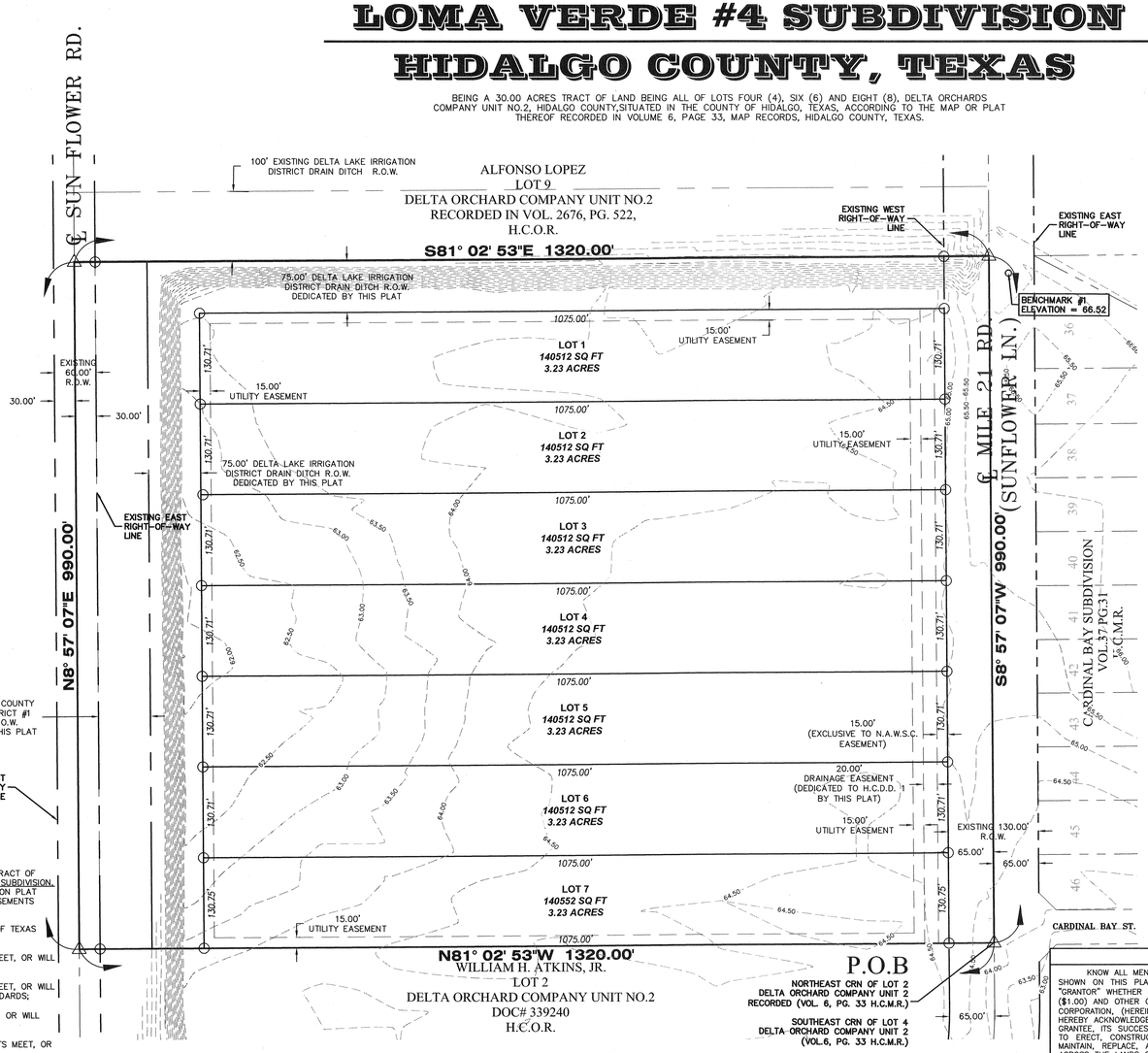
DATE OF PREPARATION: MARCH, 2017

LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

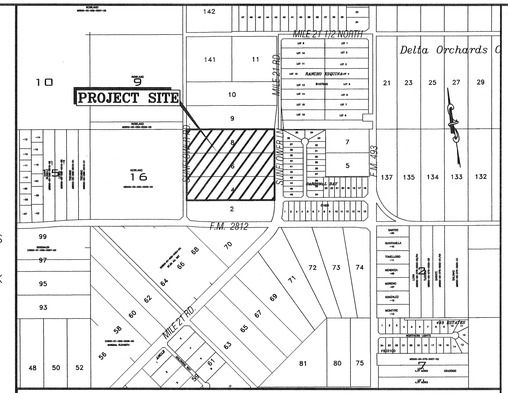
BEING A 30.00 ACRES TRACT OF LAND BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY,SITUATED IN THE COUNTY OF HIDALGO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
℄	CENTER LINE
	LOT LINE
●	FOUND ROD
S_{1}	SET COTTON PICKER SPINDLE

LEGEND	
○	– SET 1/2 INCH IRON ROD WITH CAP
●	– FOUND 1/2 INCH IRON ROD
◉	– FOUND 5/8 INCH IRON ROD
▲	– FOUND COTTON PICKER SPINDLE
⊠	– FOUND 60-D NAIL
△	– SET COTTON PICKER SPINDLE
○–	– POWER POLE
◑	– GUY WIRE
▭	– TRAFFIC SIGN
W/M	– WATER METER
⋈	– WATER VALVE
Ⓢ	– IRRIGATION STAND PIPE
(XXXX)	– MAP RECORD
XXXX	– NATURAL GROUND
△	– SET COTTON PICKER SPINDLE
○	– CAPPED IRON ROD SET



SCALE: 1" = 100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF LOMA VERDE #4 SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

LOMA VERDE #4 SUBDIVISION IS LOCATED APPROXIMATELY. 330 FEET NORTH OF THE INTERSECTION OF FARM-TO-MARKET 2812 RD. AND MILE 21 RD. (SUNFLOWER LN.). ON THE WEST RIGHT-OF-WAY OF MILE 21 RD. (SUNFLOWER LN.). THIS SUBDIVISION LIES APPROXIMATELY 5 ½ MILE FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 OR THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001. IN HIDALGO COUNTY PRECINCT 4

METES AND BOUNDS

A 30.00 ACRE TRACT OF LAND BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN UNDER COUNTY CLERK'S DOCUMENT NUMBER 2782152, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 21 ROAD (SUNFLOWER LANE) SAME BEING THE SOUTHEAST CORNER OF LOT 4, AND SAME BEING THE NORTHEAST CORNER OF LOT 2;

THENCE N 81°02'53" W, ALONG THE SOUTH LINE OF LOT 4, PASSING AT A DISTANCE OF 65.00 FEET TO A CAPPED IRON ROD SET AT THE WEST RIGHT-OF-WAY LINE OF THE SAID MILE 21 ROAD (SUNFLOWER LANE), PASSING AT A DISTANCE OF 1140 FEET TO A CAPPED IRON ROD SET, PASSING AT A DISTANCE OF 1290 FEET TO A CAPPED IRON ROD SET AT THE EAST RIGHT-OF-WAY LINE OF THE SUNFLOWER ROAD (60.00 FOOT ROAD), FOR A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF LOT 2, AND SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8°57'07" E, ALONG THE WEST LINE OF LOT 4, 6, AND 8, THE CENTERLINE OF SAID 60.00 FOOT SUNFLOWER ROAD, A DISTANCE OF 990.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE S 81°02'53" E ALONG THE NORTH LINE OF LOT 8, PASSING AT A DISTANCE OF 30.00 FEET TO A CAPPED IRON ROD SET AT THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER ROAD, PASSING AT A DISTANCE OF 1255.00 FEET TO A CAPPED IRON ROD SET AT THE WEST RIGHT-OF-WAY LINE MILE 21 ROAD (SUNFLOWER LANE), FOR A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE SET AT THE CENTER LINE OF MILE 21 ROAD (SUNFLOWER LANE), AND SAME BEING THE NORTHEAST CORNER OF LOT 8, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°57'07" W ALONG THE CENTERLINE OF MILE 21 ROAD (SUNFLOWER LANE), SAME BEING ALONG THE EAST LINE OF LOTS 4, 6, AND 8, A DISTANCE OF 990.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 30.00 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1. FEMA FLOOD ZONE STATEMENT:

THE SUBDIVISION IS IN ZONE "X" OF THE FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0350 C MAP REVISED: JUNE 6, 2000, AND REVISED WITH LOMR IN MAY 17, 2001.

2. SETBACKS:
FRONT: 65.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF MILE 21 ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1--, ELEV. 66.52 N.G.V.D. 88, DESCRIPTIONS: IRON ROD SET IN POWER POLE . GPS POINT, GRID COORDINATES N 16659403, E 1137830.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32.436 CUBIC-FEET OR 0.745 ACRE-FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. BOOSTER, LLC, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I KYLE RUPPERT, AS REPRESENTATIVE OF THE 30.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE #4 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KYLE RUPPERT, PRESIDENT DATE
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE RUPPERT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES ___-___-___

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOMA VERDE #4 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ___ DAY OF _____, 20___

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOMA VERDE #4 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ___ DAY OF _____, 20___

HIDALGO COUNTY JUDGE DATE

ATTEST:
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MERCEDES AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL LAND SURVEYOR

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE- MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 10' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS_____DAY OF _____ 2017.

KYLE RUPPERT, PRESIDENT DATE

BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DELTA LAKE IRRIGATION DISTRICT, ON THIS _____ DAY OF _____A.D., 2017

SECRETARY PRESIDENT

DELTA LAKE IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION. IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX	
OWNER: KYLE RUPPERT–PRESIDENT, BOOSTER, LLC	P.O. BOX 959,	EDINBURG, TX 78540	(956) 383–0868	
ENGINEER: IVAN GARCIA, P.E.,R.P.L.S.	921 SOUTH 10TH ST.	EDINBURG, TX 78538	(956) 380–5152	(956) 380–5083
SURVEYOR: IVAN GARCIA, P.E.,R.P.L.S.	921 SOUTH 10TH ST.	EDINBURG, TX 78538	(956) 380–5152	(956) 380–5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=100'
DATE: MARCH, 2017

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON MARCH, 2017 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: PRELIMINARY

PLAT SHEET
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

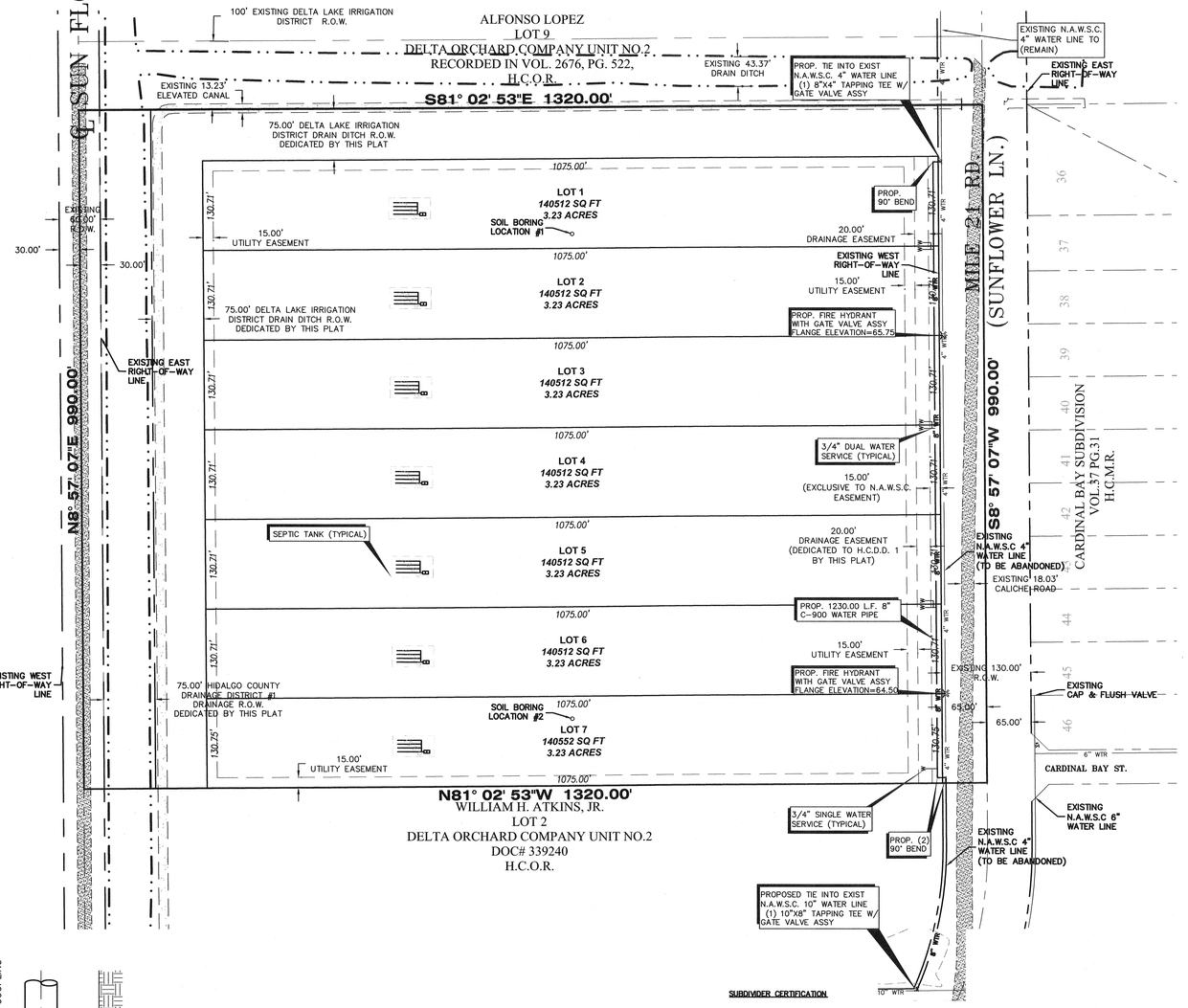
PROJECT: SUB 16 016

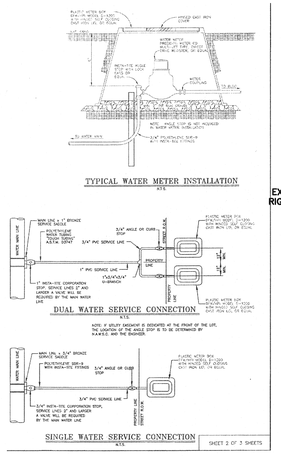
PAGE NO. 1 OF 3

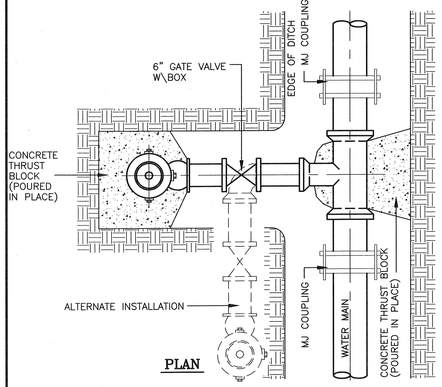
DATE OF PREPARATION: MARCH, 2017

LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

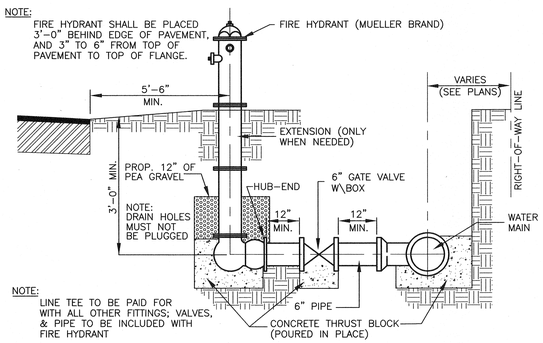
BEING A 30.00 ACRES TRACT OF LAND BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY,SITUATED IN THE COUNTY OF HIDALGO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.







TYPICAL FIRE HYDRANT INSTALLATION



SECTION

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I, BOOSTER, LLC, SUBDIVIDER OF LOMA VERDE #4 SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
KYLE RUPPERT, PRESIDENT
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES_____

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

REVISION NOTES TABLE

DATE	DESCRIPTION

REPORTE DE INGENIERIA DE LOMA VERDE #4 SUBDIVISION
POR: IVAN GARCIA, P.E., R.P.L.S.
ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERABILIDAD

LA SUBDIVISON LOMA VERDE #4 SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPANIA DE AGUA (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISON.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION LOMA VERDE #4 CONSISTE DE UN CONDUCTO DE AGUA DE 10 PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT OF WAY) DE LA CARRETERA (F.M. 2812). EL SISTEMA DE PROVISION DE AGUA DE LA SUBDIVISION LOMA VERDE #4 SUBDIVISION CONSISTIRA DE UN CONDUCTO DE AGUA DE 8 PULGADAS CUAL SEGUIRA HACIA EL OESTE DENTRO DE UNA CONSICION EXCLUSIVO DE N.A.W.S.C. DE 15 PIES POR EL LADO NORTE DE LA CARRETERA MILE 21 ROAD (SUNFLOWER LANE) CORRIENDO APPROXIMAMENTE 1230.00 PIES TERMINANDO CON UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DEL NORTE DE LA SUBDIVISION.

DEL CONDUCTO DE AGUA DE PULGADAS SE PRODUCEN TRES (3) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE, Y UN (1) CONDUCTO INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIAMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIAMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIAMETRO, Y LOS MEDIDORES MECANICOS DE AGUA A UN COSTO TOTAL DE $_____ O $_____ POR LOTE. EL DUENO DE LA SUBDIVISION TAMBIEN LA HA PAGADO A LA COMPANIA N.A.W.S.C. $_____ QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE $_____. ESTE PRECIO INCLUYE EL MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO. EL DUENO DE LA SUBDIVISION TAMBIEN HA INSTALADO DOS BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $_____ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $_____. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISON SE REGISTRADA EN AL CONDADO DE HIDALGO.

DRENAJE; DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR DE LOMA VERDE #4 SUBDIVISION LA FOSA SETICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMP DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

REPORTE DE EVALIACION DE TIERRA

CADA LOTE EN LA SUBDIVISION MIDE MAS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (HIDALGO FINE SANDY CLAY LOAM, WITH 0 TO 1% SLOPES, 7.8% OF RACOMBES SANDY CLAY LOAM, 0 TO 2 PERCENT SLOPES, AND 41.7% OF WILLACY FINE SANDY LOAM, WITH 0 TO 1% SLOPES) Y SE EXTIENDE A 36 PULGADAS BAJO TOSAS LAS EXCAVACIONES PROPUESTOS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAAS EL AGIUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $_____ DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE $_____. EL DEPARTMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODO LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNADO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DE DRENAJE SON.

AGUA; EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE.

DRENAJE; SE ESTIMA QUE LA FOSA SEPTICA COSTARA $_____ A UN COSTO TOTAL DE $_____ TODA LA SUBDIVISION.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

ENGINEERING REPORT FOR LOMA VERDE #4 SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT WHEREBY N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG–TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 10" DIAMETER WATER LINE RUNNING WITHIN A N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF FARM–TO–MARKET 2812 ROAD RIGHT–OF–WAY, THE WATER SYSTEM FOR LOMA VERDE #4 SUBDIVISION CONSISTS OF A PROPOSED 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 10" LINE. THE WATER SYSTEM WILL HAVE THE PROPOSED 8" WATER LINE RUN NORTH WITHIN AN EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT ALONG THE WEST SIDE OF MILE 21 ROAD (SUNFLOWER LN.) RIGHT–OF–WAY APPROXIMATELY 1230 FEET ENDING WITH A 2" FLUSH VALVE ALONG THE WEST BOUNDARY LINE OF THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE LOMA VERDE #4 SUBDIVISION CONSISTS OF 3 –1" DIAMETER DUAL SERVICE LIES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 2" DIAMETER SERVICE LINES AND ONE –3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 2" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____ WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OF OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM LOMA VERDE #4 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR IVAN GARCIA P.E., R.P.L.S. REGISTRATION # TEXAS P.E. # 115662 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEATH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION ARE AT LEAST 0.5 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A 50.6% OF HIDALGO FINE SANDY CLAY LOAM, WITH 0 TO 1% SLOPES, 7.8% OF RACOMBES SANDY CLAY LOAM, 0 TO 2 PERCENT SLOPES, AND 41.7% OF WILLACY FINE SANDY LOAM 0 TO 1 PERCENT SLOPES. TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY CLAY LOAM & FINE SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SOILS ARE WELL DRAINED.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____ INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $_____ THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____.

ENGINEER CERTIFICATIONS:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343 WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES , DISCUSSED ABOVE, ARE AS FOLLOW:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $_____ FOR THE ENTIRE SUBDIVISION.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=100'
DATE: MARCH, 2017

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON MARCH, 2017 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: PRELIMINARY

UTILITY LAYOUT
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT: SUB 16 017

DATE OF PREPARATION: MARCH, 2017

LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A 30.00 ACRES TRACT OF LAND BEING ALL OF LOTS FOUR (4), SIX (6) AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY,SITUATED IN THE COUNTY OF HIDALGO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE STATEMENT

WE, THE UNDERSIGNED OWNERS(S) OF LAND SHOWN ON THIS PLAT FOR THE CONSIDERATION OF DELTA LAKE IRRIGATIOND DISTRICT (WILLACY AND HIDALGO COUNTY) APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE LAND COVERED HEREBY AND WE, OUR HEIRS AND ASSIGNS, ASSUME ANY COST IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN THE FUTURE.

_____
KYLE RUPPERT, PRESIDENT
BOOSTER, LLC
P.O. BOX 959
EDINBURG, TX. 78540

STATE OF TEXAS COUNTY HIDALGO COUNTY

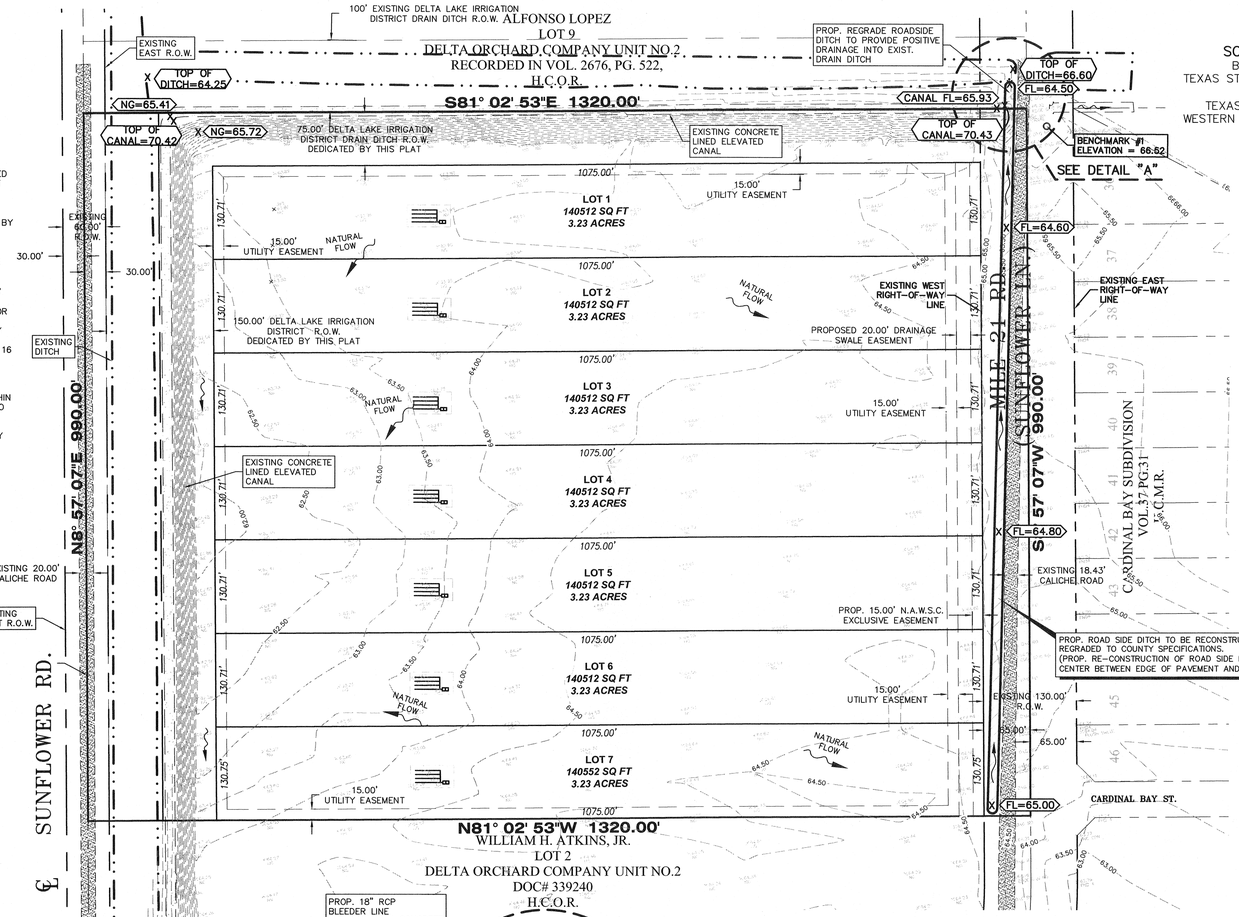
THIS PLAT, LOMA VERDE #4 SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE DELTA LAKE IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH DISTRICT. "ALL RIGHTS, RULES AND REGULATIONS OF DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR TO THE SUBDIVISION OF THIS PLAT ARE NOT ABRIDGED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY THE SAID DISTRICT, NOW WITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT." (THIS REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULES OR REGULATIONS OF THE DISTRICT ARE INTENDED BY THE DISTRICT TO BE ABRIDGED .) DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY STRUCTURES 15' FROM THE CENTERLINE OF A PIPELINE OR 25' FROM THE INSIDE TOW OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING WILL BE INSTALLED OR REMAIN ON ANY DISTRICTS EASEMENTS OR REMAIN ON ANY DISTRICTS EASEMENTS OR RIGHT OF WA UNLESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED FENCING WILL BE REQUIRED TO HAVE GATES PROVIDING A MINIMUM OPENING OF 16 FEET. SUBJECT TO NOTICE THAT IRRIGATION BY THE DISTRICT, AND BE AT EXPENSE OF THE OWNER.

ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE OF WILLACY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE, SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____, DAY OF _____, 20__.

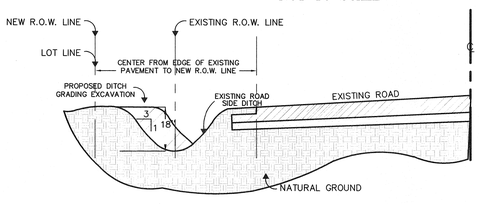
APPROVED BY : _____
PRESIDENT :DALE MURDEN

ATTEST BY: _____
SECRETARY: NEAL GALLOWAY

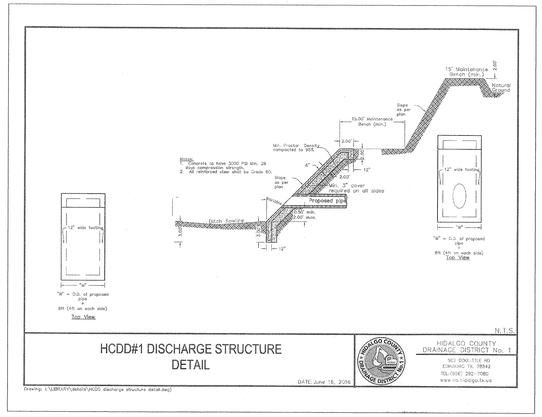


SCALE: 1" = 100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

DETAIL "A"
NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE



Drawing: I:\LIBRARY\details\HCDD discharge structure detail.dwg

LEGEND	
○	–POWER POLE
⋇	–FIRE HYDRANT
O	–SET IRON ROD
6" WTR W W	–EXIST. 6" WATER LINE
W	–EXIST. WATER SERVICE

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
C	CENTER LINE
L	LOT LINE

INDEX TO SHEETS OF LOMA VERDE #4 SUBDIVISION

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

REVISION NOTES TABLE	
DATE	DESCRIPTION

DRAINAGE REPORT
LOMA VERDE #4 SUBDIVISION,
HIDALGO COUNTY, TEXAS

LOMA VERDE #4 SUBDIVISION IS A PROPOSED 7 LOT RESIDENTIAL SUBDIVISION, SAME BEING A 30.00 ACRES TRACT OF LAND, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT ALL OF LOTS FOUR (4), SIX (6), AND EIGHT (8), DELTA ORCHARDS COMPANY UNIT NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2782152, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ALL LOTS, WILL BE USED FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES.

THE SUBDIVISION IS IN ZONE "X" OF THE FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0350 C MAP REVISED: JUNE 6, 2000, AND REVISED WITH LOMR IN MAY 17, 2001.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 50.6% OF HIDALGO FINE SANDY CLAY LOAM, WITH 0 TO 1 % SLOPES, THE SOIL IS WELL DRAINED AND SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS HIGH TO HIGH AND THE WATER CAPACITY IS MODERATE, 7.8% OF RACOMBES SANDY CLAY LOAM, 0 TO 2 PERCENT SLOPES, THIS SOIL IS MODERATELY WELL DRAINED SURFACE RUNOFF IS NEGLIGIBLE AND PERMEABILITY IS HIGH TO HIGH AND THE WATER CAPACITY IS HIGH, AND 41.7% OF WILLACY FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES. THIS SOIL IS WELL-DRAINED SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS HIGH. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING, PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

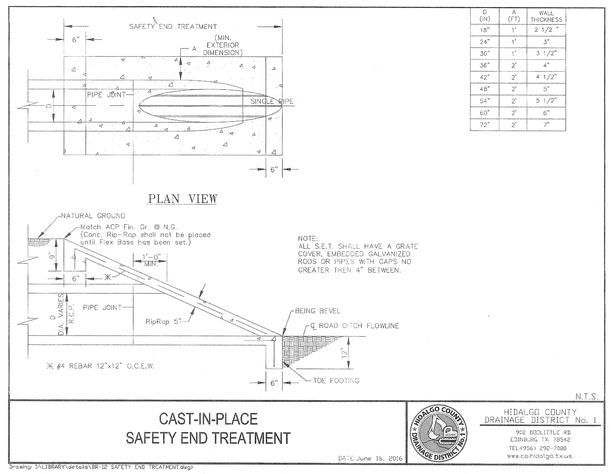
EXISTING RUNOFF SHEET FLOWS OVERLAND IN A SOUTH WESTERLY DIRECTION AND OVERFLOWS SOUTH TO THE EXISTING ROADSIDE DITCH ON THE NORTH RIGHT-OF-WAY OF F.M. 2812, WHICH OUTFALLS TO THE DA-1 DRAIN DITCH, THEN CONVEYED TO THE SOUTH MAIN DRAIN I, AND FINAL OUTFALL TO THE LAGUNA MADRE. USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YR RAINFALL EVENT WILL GENERATE APPROXIMATELY 16.20 CFS OF STORM RUNOFF. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SITE WILL GENERATE AN ESTIMATED 18.32 CFS OF RUNOFF 10-YR RAINFALL EVENTS RESPECTIVELY.

IN ACCORDANCE WITH THE COUNTY'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY A TOTAL OF 32,436 CF OR 0.745 AC-FT, WILL NEED TO BE DETAINED ONSITE FOR THE COMPLETE DEVELOPMENT OF THE SUBDIVISION FOR A 10-YR RAINFALL EVENT. STORM WATER WILL BE DETAINED IN THE GREEN AREAS OF THE PROPOSED LOTS AND BY RE-GRADING AND EXCAVATING THE EXISTING ROADSIDE DITCH ALONG THE FRONTAGE OF THE PROPERTY (MILE 21 ROAD), WITH DISCHARGE IN A NORTHERLY DIRECTION TO THE EXISTING DA-1 DRAIN DITCH, WHICH CONVEYS TO THE NORTH MAIN DRAIN I, WITH FINAL OUTFALL TO THE LAGUNA MADRE. TABLES, AND CALCULATIONS, ARE ATTACHED.

IVAN GARCIA, P.E., R.P.L.S.

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED
PROFESSIONAL ENGINEER

DATE



D (IN)	A (FT)	WALL THICKNESS
18"	1'	2 1/2 "
24"	1'	3"
30"	1'	3 1/2"
36"	2'	4"
42"	2'	4 1/2"
48"	2'	5"
54"	2'	5 1/2"
60"	2'	6"
72"	2'	7"

Drawing: I:\LIBRARY\details\BR-12 SAFETY END TREATMENT.dwg

DETENTION NOTES:

TOTAL ON SITE DETENTION REQUIRED AS PER ENGINEER DRAINAGE CALCULATIONS:
32,436 CF 0.745 AC-FT

TO BE DETAINED IN GREEN AREAS AND OVERFLOW TO ROAD SIDE DITCH AS PER NATURAL FLOW TOPOGRAPHY

ROAD SIDE DITCH VOLUME =6,729 CF 0.154 AC-FT

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=100'
DATE: MARCH, 2017

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON FEBRUARY, 2017 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: PRELIMINARY

PLAT SHEET 3 - DRAINAGE LAYOUT
LOMA VERDE #4 SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT: SUB 16 017

PAGE NO. 3 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-05-2017

PROPOSED **SAN MARTIN NO. 3** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA HEADLEY & ASSOCIATES** DEVELOPER: **TILLMIN WELCH (BUENA TIERRA DEV.)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **53** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHSIDE OF CANTON ROAD APPROXIMATELY 660 FT. WEST OF DILLON ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **DONNA** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-15-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE EXISTING DRAIN DITCH ALONG NORTH OF SUBDIVISION.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO CANTON ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-4-2017** By, **DANIEL GUZMAN, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **3-28-2017** By, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **DILLON ROAD**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **3-28-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

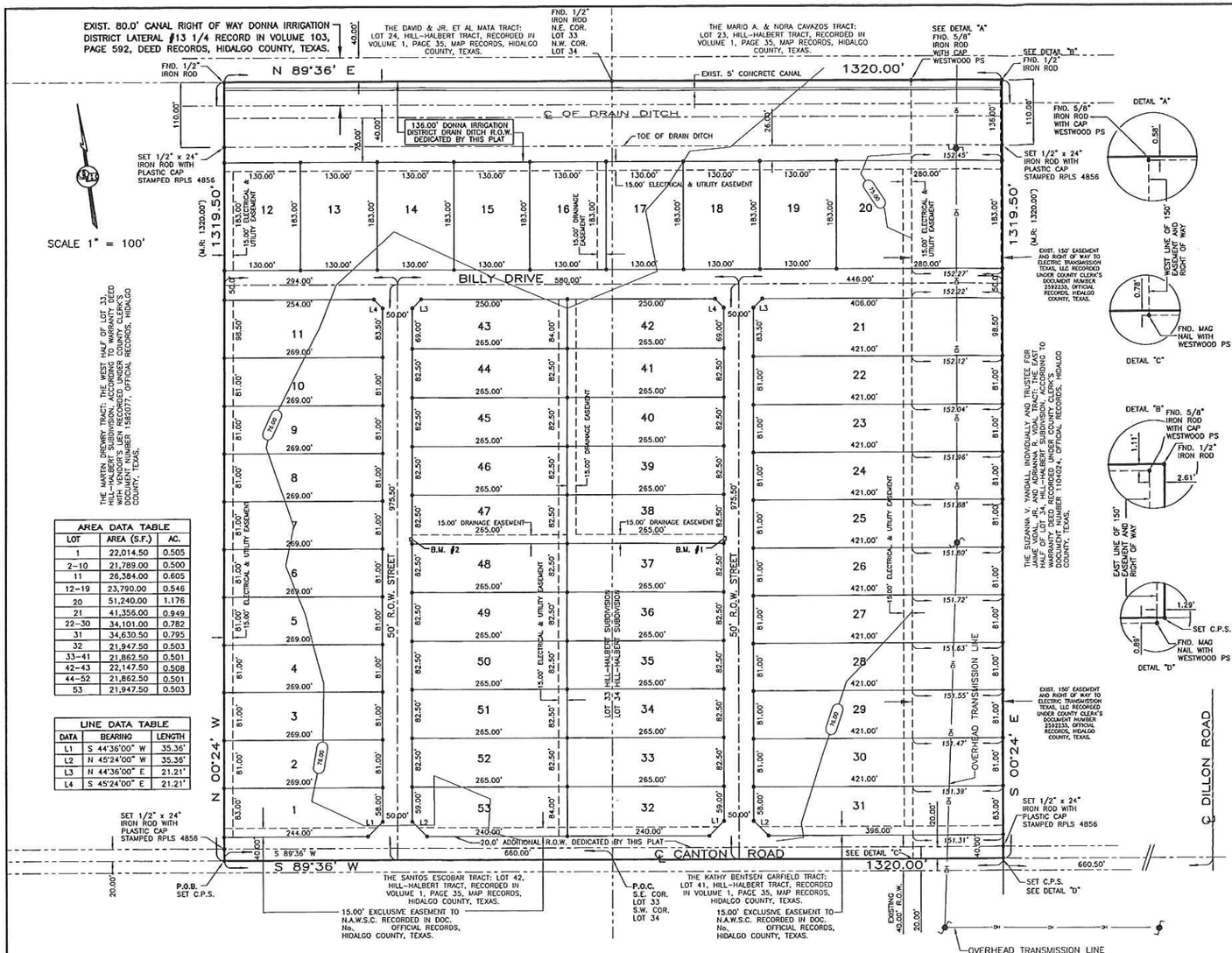
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **DONNA.**

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	22,014.50	0.505
2–10	21,789.00	0.500
11	26,384.00	0.605
12–19	23,790.00	0.546
20	51,240.00	1.176
21	41,356.00	0.949
22–30	34,101.00	0.782
31	34,630.50	0.795
32	21,947.50	0.503
33–41	21,862.50	0.501
42–43	22,147.50	0.508
44–52	21,862.50	0.501
53	21,947.50	0.503

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 44°36'00" W	35.36'
L2	N 45°24'00" W	35.36'
L3	N 44°36'00" E	21.21'
L4	S 45°24'00" E	21.21'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 5000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

5.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 89,216.02 CUBIC–FEET 2.05 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. No.1: ELEV. 74.75 LOCATED ON TOP OF INLET LOCATED ON THE SOUTHEAST CORNER OF LOT 38 ON THIS SUBDIVISION N.A.V.D. 88 DATUM.

B.M. No.2: ELEV. 74.77 LOCATED ON TOP OF INLET LOCATED ON THE SOUTHWEST CORNER OF LOT 47 ON THIS SUBDIVISION N.A.V.D. 88 DATUM.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

12.– LOTS 1, 31, 32 AND 53 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CANTON ROAD.

13.– BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT THE OWNER & SUBDIVIDER OF SAN MARTIN SUBDIVISION No. 3
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN MARTIN SUBDIVISION No. 3 IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF CANTON ROAD APPROXIMATELY 660.50 FEET WEST OF DILLON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 17,429) (2015 CENSUS), SAN MARTIN SUBDIVISION No. 3 LIES APPROXIMATELY 2.5 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF:

SAN MARTIN SUBDIVISION No. 3

A 39.99 ACRE TRACT OF LAND BEING THE EAST HALF OF LOT 33 AND THE WEST HALF OF LOT 34, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1543844, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 39.99 ACRE TRACT OF LAND BEING THE EAST HALF OF LOT 33 AND THE WEST HALF OF LOT 34, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1543844, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 33 AND IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHEAST CORNER OF THE MARTIN DRIEWAY TRACT (THE WEST HALF OF LOT 33, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1582077, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 89°36' W, 660.00 FEET FROM THE SOUTHEAST CORNER OF LOT 33.

THENCE; N 00°24' W, ALONG THE EAST LINE OF THE MARTIN DRIEWRY TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,200.50 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, PASSING AT 1,278.50 FEET THE SOUTH LINE OF AN 80.00 FOOT DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY, A TOTAL DISTANCE OF 1,319.50 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 33 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF LOTS 33 AND 34, A DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE SUZANNA V. YANDALL, INDIVIDUALLY AND TRUSTEE FOR JANIE VIDAL, JR. AND ADRIANA R. VIDAL TRACT (THE EAST HALF OF LOT 34, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1104024, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24' E, ALONG THE WEST LINE OF THE SUZANNA V. YANDALL TRACT, PASSING AT 40.00 FEET THE SOUTH LINE OF THE 80.00 FOOT DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 110.00 FEET THE SOUTH LINE OF A DRAIN DITCH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,299.50 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, A TOTAL DISTANCE OF 1,319.50 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 34 AND IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF LOTS 33 AND 34, AND THE CENTERLINE OF CANTON ROAD, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAL VERDE ESTATES, RECORDED IN VOLUME 31, PAGE 193–A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR — ALFONSO QUINTANILLA

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEB. 14, 2017
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

this___ day of _____ 20___.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 39.99 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARTIN SUBDIVISION No. 3, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 06, 2017

CLARISSA ANNETTE QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 3 was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date
ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 3 was received and approved by the city Council of the City of _____ on _____.

Mayor of the City of DONNA — Date
ATTEST:
Secretary of the City of DONNA — Date

DONNA IRRIGATION DISTRICT

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:

THIS PLAT SAN MARTIN SUBDIVISION No. 3 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20___.

ATTEST: — SECRETARY
BY: — CHAIRMAN PLANNING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — 95534 — PROFESSIONAL ENGINEER — ALFONSO QUINTANILLA

ALFONSO QUINTANILLA
P.E. No. 95534

3-28-17
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARTIN SUBDIVISION No. 3 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON .

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

COUNTY CLERK — COUNTY COURT — COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: FEBRUARY 14, 2017

SHEET NO. 1 OF 3 SHEETS

F:\DATA\SUBD\DONNA\SAN MARTIN SUBD No3\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2–14–2017	ALM/ GMEDR	A.Q.	
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SAN MARTIN SUBDIVISION No. 3

A 39.99 ACRE TRACT OF LAND BEING THE EAST HALF OF LOT 33 AND THE WEST HALF OF LOT 34, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1543844, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARTIN SUBDIVISION No. 3:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARTIN SUBDIVISION No. 3 WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE EAST R.O.W. OF DILLON ROAD.

WATER SYSTEM FOR SAN MARTIN SUBDIVISION No. 3 CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" DIAMETER WATERLINE ON DILLON ROAD. THE 8" DIAMETER WATERLINE RUNS WEST ALONG THE NORTH SIDE OF CANTON ROAD ENDING WITH A 2" FLUSH VALVE LOCATE ON THE SOUTHWEST CORNER OF LOT 1. ANOTHER 8" DIAMETER WATERLINE RUNS EAST AND WEST ALONG THE SOUTH SIDE OF BILLY DRIVE.

ON THE SOUTHEAST CORNER OF LOT 32, AN 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF STREET 02 AND TIES WITH THE 8" WATERLINE ON BILLY DRIVE.

ON THE SOUTHWEST CORNER OF LOT 53, AN 8" DIAMETER WATERLINE RUNS NORTH ALONG THE EAST SIDE OF STREET 01 AND TIES WITH THE 8" WATERLINE ON BILLY DRIVE.

FROM THE 8" DIAMETER WATERLINE, THERE ARE TWENTY (24) 1" SDR 21 SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE FIVE (5) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 147,750.00 OR $ 2787.74 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 40,000.00 OR $ 754.72 PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 2,400.00 FOR A TOTAL COST OF $ 9,600.00 THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE SAN MARTIN SUBDIVISION No. 3, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD EIGHT (8) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 3, 10, 24, 29, 34 & 48 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS I) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,350.00 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 71,550.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ 187,750.00 WHICH EQUALS TO $ 3,542.45 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 71,550.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMAN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver Licenses to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 04, 2017

CLARISSA ANNETTE QUINTANILLA– NOTARY PUBLIC

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

BUENA TIERRA DEVELOPMENT INC.
1.– I (WE), TILLMAN WELCH, PRESIDENT _____ SUBDIVIDERS OF SAN MARTIN SUBDIVISION No. 3 HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
DATE

BUENA TIERRA DEVELOPMENT INC.
TILLMAN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARTIN SUBDIVISION No. 3:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION SAN MARTIN SUBDIVISION No. 3 HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE DILLON ROAD.. UNA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO Y CORRE OESTE POR EL LADO NORTE DE CANTON ROAD, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NOREESTE DE LOTE 11.

OTRA LINEA DE 8" DE DIAMETRO CORRE POR EL LADO SUR DE LA CALLE BILLY DRIVE.

EN LA ESQUINA SUDESTE DE LOTE 32, UNA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA CALLE CANTON ROAD Y CORRE SUR POR EL LADO OESTE DE LA CALLE STREET 02 Y CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA EN LA CALLE BILLY DRIVE.

EN LA ESQUINA SUROESTE DE LOTE 53, UNA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA CALLE CANTON ROAD Y CORRE SUR POR EL LADO ESTE DE LA CALLE STREET 01 Y CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA EN LA CALLE BILLY DRIVE.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VEINTICUATRO (324) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIAMETRO PARA CADA LOTE. ADICIONALMENTE HAY CINCO (5) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE.

LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 147,750.00 O US$ 2,787.74 POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$ 40,000.00 , QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ 754.72 . ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISION TAMBIEN HA INSTALADO CINCO (5) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,600.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL DE $ 9,600.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LICE OS 12258) AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTAMENTO) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN WIDE MEDIO ACRE. EL EVALUADOR (LIC# OS 12258) HIZO OCHO(8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 3, 10, 24, 29, 34 & 48 (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS I) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ABAJA DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,350.00 , INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE US$ 71,500.00 . EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNADO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 187,750.00 LO CUAL EQUIVALE A US$ 3542.45 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,350.00 A UN COSTO TOTAL DE $ 71,550.00 TODA LA SUBDIVISIÓN.

ALFONSO QUINTANILLA P.E. 95534

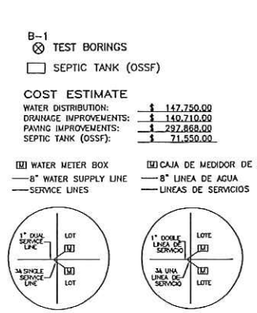
ALFONSO QUINTANILLA P.E. — 3-28-17 DATE

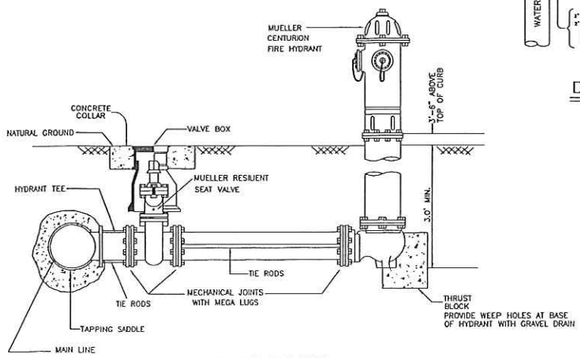
B-1 ⊗ TEST BORINGS
□ SEPTIC TANK (OSSF)

COST ESTIMATE

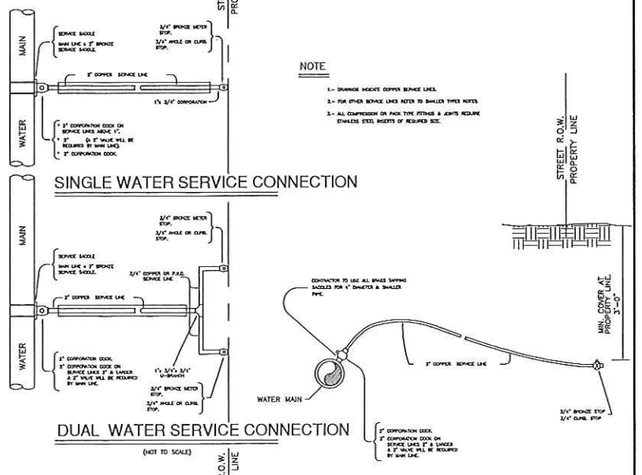
WATER DISTRIBUTION:	$ 147,750.00
DRAINAGE IMPROVEMENTS:	$ 140,710.00
PAVING IMPROVEMENTS:	$ 297,868.00
SEPTIC TANK (OSSF):	$ 71,550.00

[W] WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES
[W] CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS





NAWSC FIRE HYDRANT
(NOT TO SCALE)



NOTE
1.- DRAWINGS INDICATE COPPER SERVICE LINES.
2.- FOR OTHER SERVICE LINES REFER TO SMALLER TYPES NOTES.
3.- ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.

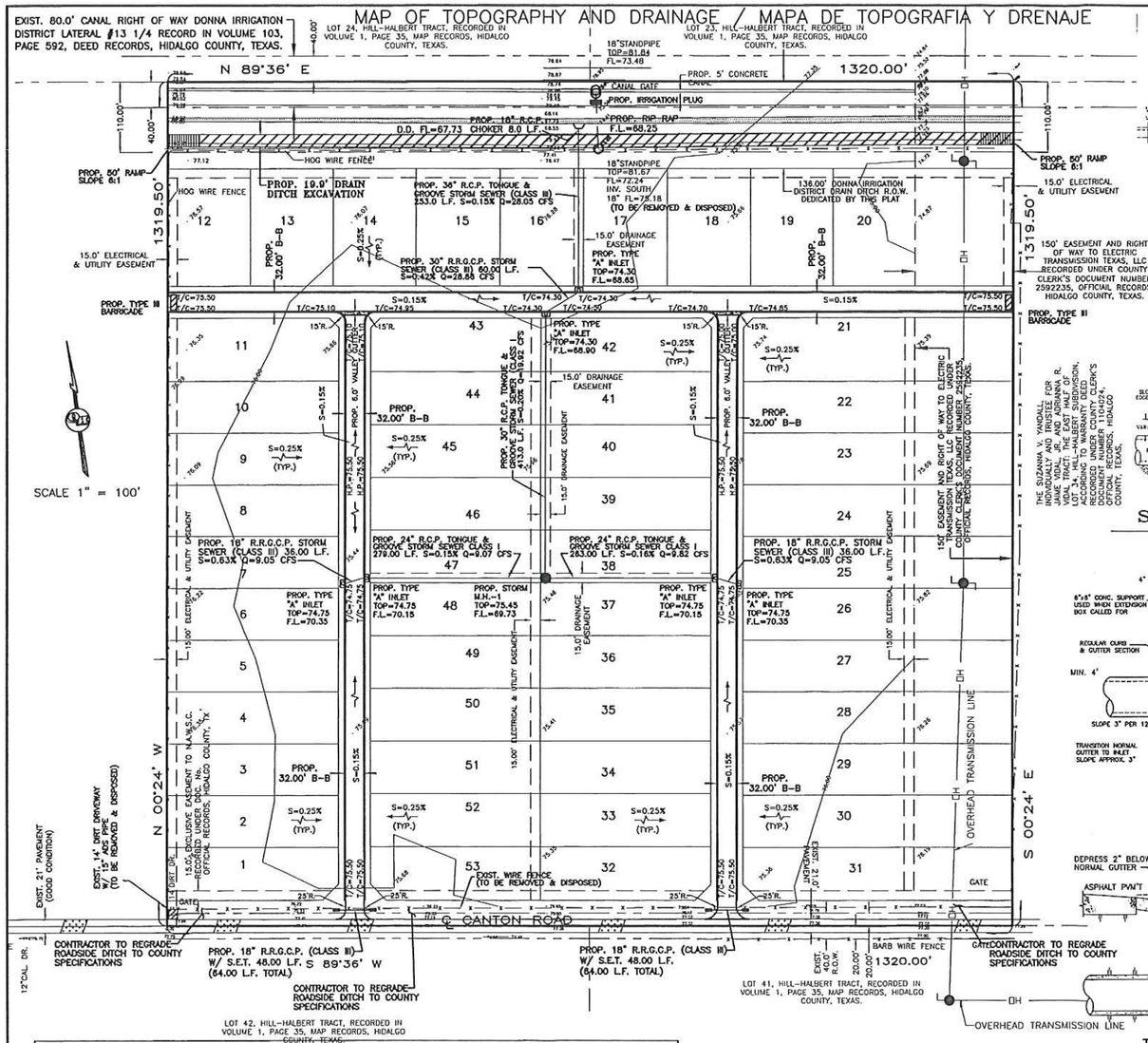
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

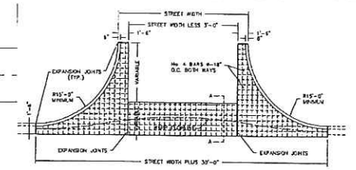
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

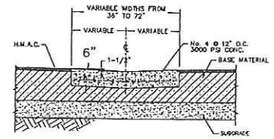
SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HC\SAN MARTIN SUBDIVISION No. 3\WATER.DPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	02-17-17	JESUS CAVAZOS		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

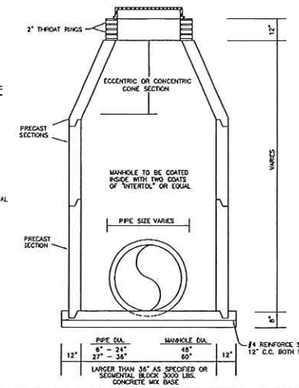
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



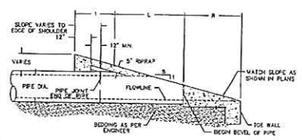


CONCRETE VALLEY GUTTER DETAIL
N.T.S.

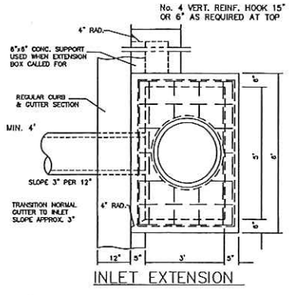




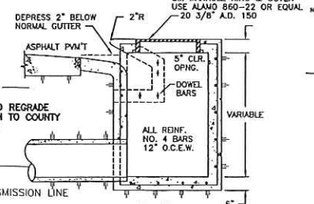
PRECAST CONCRETE MANHOLE DETAIL
NOT TO SCALE



SAFETY END TREATMENT
NOT TO SCALE



INLET EXTENSION



TYPE "A" INLET DETAIL
NOT TO SCALE

SAN MARTIN SUBDIVISION No. 3

A 39.99 ACRE TRACT OF LAND BEING THE EAST HALF OF LOT 33 AND THE WEST HALF OF LOT 34, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1543844, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARTIN SUBDIVISION No. 3

A 39.99 acre tract of land being the East Half of Lot 33 and the West Half of Lot 34, Hill-Halbert Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 1, page 35, map records, Hidalgo County, Texas, and according to Special Warranty Deed recorded under county clerk's document number 1543844, official records, Hidalgo County, Texas. This subdivision is located on the north side of Canton Road, approximately 660.0 feet west of Dilton Road and in the City of Donna E.T.J. The proposed subdivision will consist of 53 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

The majority of the soil is sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 13.85 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 41.38 cubic feet per second for an increase of Q= 27.53 cubic feet per second. Detention will be 89,216.02 cubic feet (2.05 acre feet) and will be accomplished by excavating the existing Donna Irrigation District Drain Ditch on the north side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", 30" and 36" pipes and Type "A" inlets that will discharge into the existing Drain Ditch. 136.00 feet of right of way for the Drain Ditch is being dedicated to the Donna Irrigation District by the plat.

CERTIFICATION:

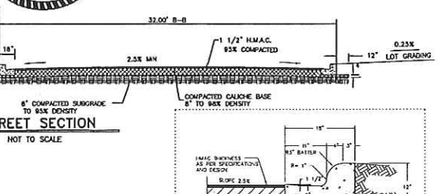
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

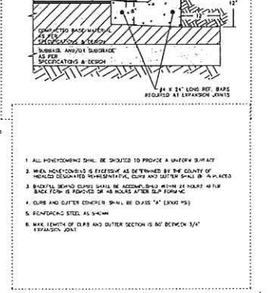
ALFONSO QUINTANILLA P.E. — 3-28-17
ALFONSO QUINTANILLA P.E. 95534 — DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 147,750.00
DRAINAGE IMPROVEMENTS:	$ 140,710.00
PAVING IMPROVEMENTS:	$ 297,868.00
SEPTIC TANK (OSSF):	$ 71,550.00

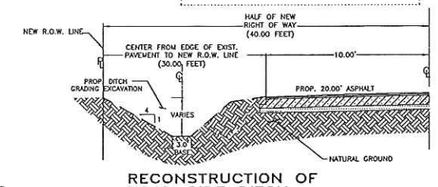


STREET SECTION
NOT TO SCALE



TYPICAL CURB & GUTTER DETAIL
NOT TO SCALE

1. ALL HOMEOWNERS SHALL BE SHOWED TO PROVIDE A UNIFORM SLOPE AT
2. WHEN ACCESSIBILITY IS EXISTING AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, DOORS AND SIDEWALKS SHALL BE REPLACED
3. BUILDING DOWNSPOUTS SHALL BE ACCEPTABLE WHEN WITHIN 12 INCHES OF THE BACK FLOW IS PROVIDED OR 18 INCHES AFTER SLOPE CHANGE
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI)
5. REINFORCED STEEL AS SHOWN
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS NOT BEYOND 3/4" EXPANSION JOINT



RECONSTRUCTION OF ROAD SIDE DITCH
N.T.S.

STORM TRENCH BEDDING AND BACKFILL NOTES
N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 95% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12" MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 18 (AASHTO M145) COMPACTED TO 95% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 95% S.P.D. AS PER ASTM D4253 AND ASTM D-698, 8" LOOSE LIFTS, MECHANICALLY COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 18 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 95% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

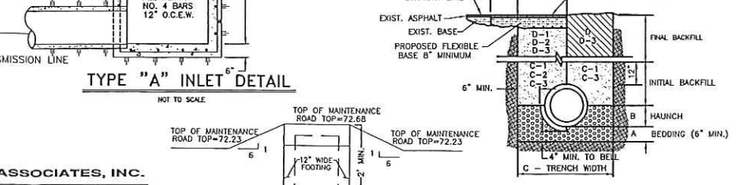
D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 95% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 18 (AASHTO M145) COMPACTED TO 95% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

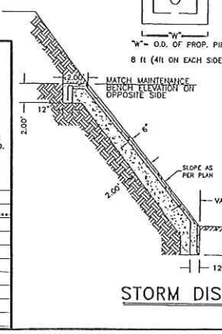
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 95% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 18 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR GEOMATS STABILIZATION, OR APPROVED SUBSTITUTES) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-3 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.



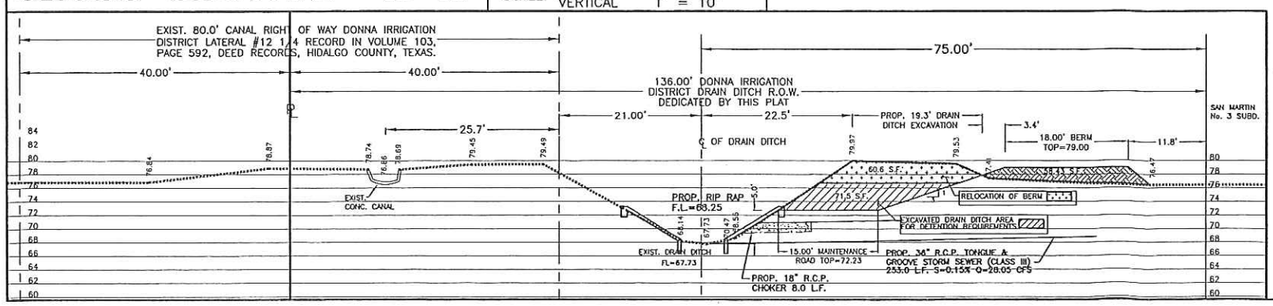
STORM DISCHARGE STRUCTURE
NOT TO SCALE

LEGEND
TOTAL DETENTION REQUIRED – 89,216.02 C.F.
TOTAL DETENTION PROVIDED – 90,805.00 C.F.
(1,270 L.F. X 71.5 S.F.)

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

CROSS SECTION "A-A"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



COUNTY COURT COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3 SHEETS	FILENAME: I:\DATA\SUBDIVLC\SAN MARTIN3\B-PLAT			
	DATE PREPARED: 3-17-17	PREPARED BY: ALMA CAMACHO	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-05-2017

PROPOSED **NEUHAUS ACRES** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **SINGLER, WINSTON, GREENWOOD & ASSOC.** DEVELOPER: **MELANIE D. WILSON**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL **1** ☒AGRICULTURAL

LOCATION DESCRIPTION: **NORTH OF MILE 9 NORTH ROAD, APPROXIMATELY 600 FEET EAST OF MILE 1 ½ WEST ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **MERCEDES** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **2-18-2017** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY REGRADING MILE 9 NORTH ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO MILE 9 NORTH ROAD.**

H.C.R.O.W. FINAL APPROVAL DATE: **3-13-2017** By, **DANNY GUZMAN, PCT. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **2-14-2017** By, Environmental Health Division Manager

SEWER SYSTEM: ☒ EXISTING OSSF FOR LOT 1 AND LOT 2 IS AGRICULTURAL USE ONLY.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **MILE 9 NORTH ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **2-17-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **N/A**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

FINAL WATER AND SEWER ENGINEERING REPORT
BY JOE B. WINSTON JR., P.E.

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
NEUHAUS ACRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATER LINE RUNNING ON THE SOUTH SIDE WITHIN THE RIGHT-OF-WAY OF MILE 9 NORTH AND A 2" WATERLINE ON THE NORTH SIDE. THE WATER SYSTEM FOR NEUHAUS ACRES SUBDIVISION CONSISTS OF ONE EXISTING 3/4" DIAMETER SINGLE SERVICE CONNECTION THAT TAPS INTO THE EXISTING 2" LINE. SAID SERVICE TERMINATES AT THE WATER METER BOX FOR LOT 1.

SEWAGE FACILITIES: THE 3 BEDROOM HOME HAS EN EXISTING 1,500 GAL., 3 COMPARTMENT SEPTIC SYSTEM. THE SYSTEM IS LOCATED BEHIND THE HOME. 3 EXISTING 6" x 60' LONG DRAIN LINES EXTEND NORTHWEST TOWARDS AND EXISTING FENCE, EACH WITH 2" CLEAN OUTS.

SOIL EVALUATION REPORT:
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERIVCE, THIS SOIL IS HIDALGO SANDY CLAY LOAM AND RAYMONDVILLE CLAY LOAM. THIS SOIL IS MODERATELY WELL DRAINED AND SURFACE RUNOFF IS SLOW. PERMEABILITY IS SLOW. PLASTICITY INDEX HAS A RANGE OF 11-30. SEE ATTACHED SOIL SURVEY OF HIDALGO COUNTY, TEXAS TABLES.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – NO COST (EXISTING WATER)

SEWAGE FACILITIES – NO COST (EXISTING OSSF)

Joe B. Winston Jr., P.E. 2/20/2017
Joe B. Winston Jr., P.E. Date

STATE OF TEXAS
JOE B. WINSTON JR.
31109
LICENSED
PROFESSIONAL ENGINEER
2-20-2017

Último informe de ingeniería de agua y alcantarillado
por Joe B. WINSTON JR., p.e.

Suministro de agua: Descripción, coste y operabilidad Fecha:
NEUHAUS ACRES SUBDIVISIÓN SERÁ PROPORCIONADO CON AGUA POTABLE POR NORTH ALAMO AGUA Supply Corporation (N.A.W.S.C.). La SUBDIVIDER Y N.A.W.S.C. Ha prometido proporcionar suficiente agua a la Subdivisión POR AL MENOS 30 AÑOS Y N.A.W.S.C. Ha proporcionado documentación suficiente para establecer a largo plazo la cantidad y calidad de los suministros de agua disponibles para servir al desarrollo pleno de esta subdivisión.

N.A.W.S.C. Tiene una línea de agua de 6" de diámetro que se ejecutan en el lado sur DENTRO DEL DERECHO DE PASO DE 9 milla al norte y una de 2 pulgadas de agua en el lado norte. El sistema de agua potable de NEUHAUS ACRES Subdivisión consta de un diámetro de 3/4" existente sólo servicio de conexión que se aprovecha de la actual línea 2". Decía que el servicio termina en la caja del contador de agua para el lote 1.

Las instalaciones de alcantarillado: La casa de 3 dormitorios tiene baño existente de 1.500 gal., 3 compartimento del sistema séptico. El sistema se encuentra detrás de la casa. 3 EXISTENTES 6" x 60' de largo extender líneas de drenaje hacia el noroeste y cerco existente, cada uno con 2 salidas limpias".

Informe de Evaluación de suelos:
Según el estudio de suelos INFORME PREPARADO PARA EL CONDADO HIDALGO POR LA U.S.D.A. Servicio de conservación del suelo, este suelo es Hidalgo arcilla arenosa y arcilla RAYMONDVILLE Marga Marga. Este tipo de suelo es moderadamente bien drenados y escurrimiento superficial es lento. La permeabilidad es lento. Plasticidad Indice tiene un rango de 11-30. Consulte el documento adjunto ESTUDIO DE SUELOS DE HIDALGO County, Texas tablas.

Certificación de ingeniero:
MEDIANTE MI FIRMA A CONTINUACIÓN, certifico que las instalaciones de servicios de agua y alcantarillado descritos anteriormente están en conformidad con las Normas Modelo aprobado bajo la sección 16.343, código de aguas. Certifico que los costos de instalación de agua y alcantarillado, mencionados anteriormente, son las siguientes:

– instalaciones de agua existentes – sin costo alguno (agua) de

las instalaciones de alcantarillado – SIN COSTO (OSSF existente)

Joe B. Winston Jr., P.E. 2/20/2017
Joe B. Winston Jr., P.E. Date

STATE OF TEXAS
JOE B. WINSTON JR.
31109
LICENSED
PROFESSIONAL ENGINEER
2-20-2017

REVISION NOTES:

NO.	Sheet	Revisions	Date	Approved

Sheet No. 2 of 2

Drainage Calculations

General Information: Neuhaus Acres Subdivision

Total Drainage Area (acre) = 7.303 acre
Existing Runoff Distance = 660 ft

For 10 year Storm
b = 87
e = 0.778
d = 9.2

Runoff Coefficients:
Existing, Cexist = 0.20
Future, Cfuture = 0.25

Average Slope = 0.0047 ft/ft

High Elevation 67.62
Low Elevation 64.5

Existing Condition:

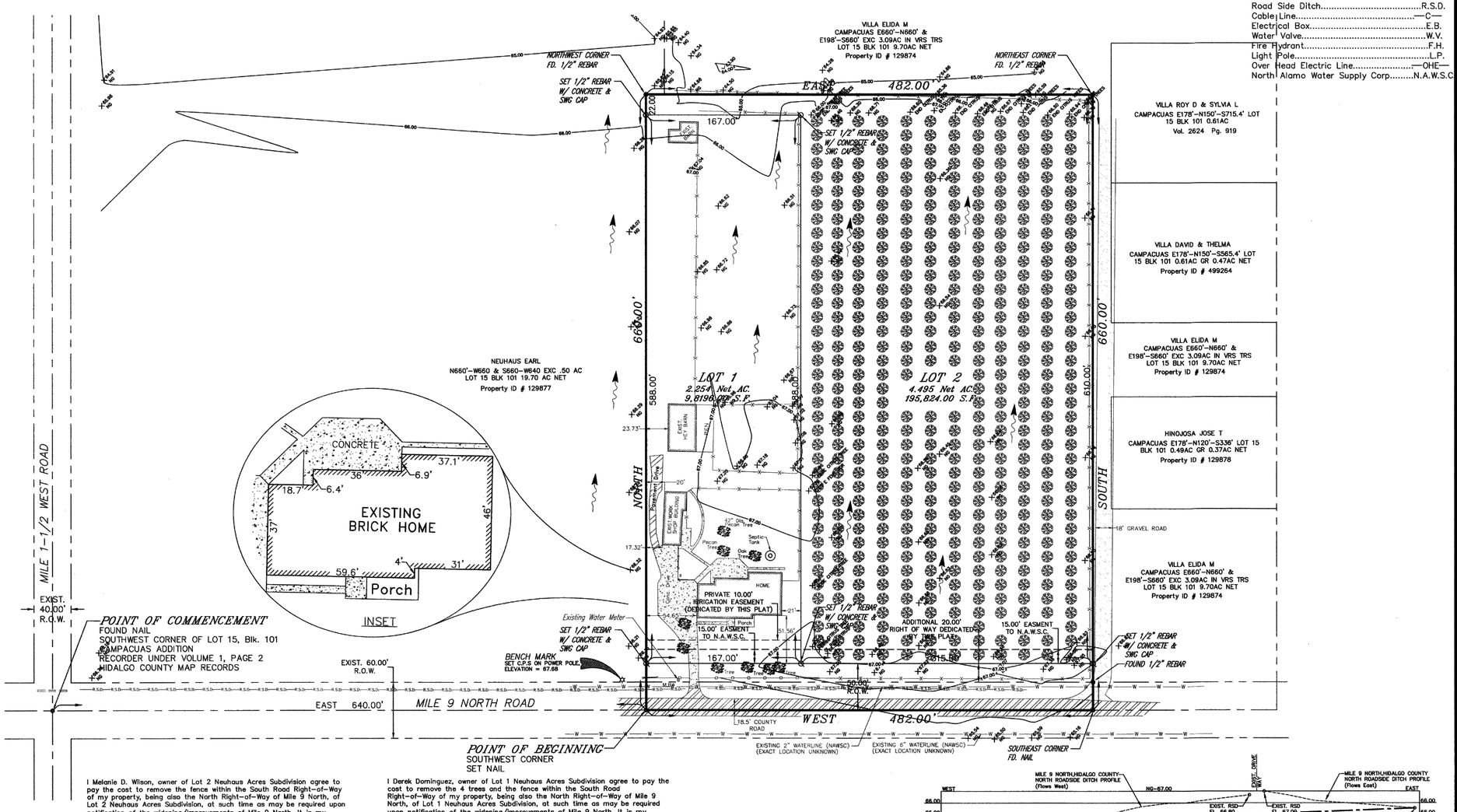
Runoff Distance, ft	Runoff Coefficient	Slope ft/ft	Velocity ft/sec	Time of concentration, Tc, min
660	0.20	0.0047	0.62	17.80

Tc (existing)	b	e	d	I (existing)
17.80	87	0.778	9.2	6.697

I (existing)	C existing	Area (Ac)	Qex, cfs
6.697	0.20	7.303	9.78

Tc (Min)	I (in/Hr)	Qin (cfs)	Vin (CF)	Qout (cfs)	Vout (CF)	Vin-Vout (CF)
10	8.73	15.94	9565	9.78	5869	3696
11	8.39	15.32	10114	9.78	6456	3658
12	8.08	14.76	10627	9.78	7043	3584
13	7.80	14.24	11107	9.78	7630	3477
14	7.54	13.76	11558	9.78	8217	3341
15	7.29	13.32	11984	9.78	8804	3180
16	7.07	12.90	12386	9.78	9391	2996
17	6.86	12.52	12768	9.78	9978	2790
18	6.66	12.16	13131	9.78	10565	2566
19	6.47	11.82	13476	9.78	11151	2325
20	6.30	11.51	13806	9.78	11738	2068
25	5.57	10.17	15261	9.78	14673	588

Minimum Required Detention = 3696 or 0.08 Acre – Feet



I Melanie D. Wilson, owner of Lot 2 Neuhaus Acres Subdivision agree to pay the cost to remove the fence within the South Road Right-of-Way of my property, being also the North Right-of-Way of Mile 9 North, of Lot 2 Neuhaus Acres Subdivision, at such time as may be required upon notification of the widening/improvements of Mile 9 North. It is my understanding that the appropriate utility companies will be responsible for moving power poles and/or telephone pedestals as required.

Melanie D. Wilson

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MELANIE D. WILSON AND KNOWN TO ME TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME, FIRST DULL SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of March, 20 17.

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

RENNY MARTINEZ
My Notary ID # 2156535
Expires September 17, 2020

I Derek Dominguez, owner of Lot 1 Neuhaus Acres Subdivision agree to pay the cost to remove the 4 trees and the fence within the South Road Right-of-Way of Mile 9 North, of Lot 1 Neuhaus Acres Subdivision, at such time as may be required upon notification of the widening/improvements of Mile 9 North. It is my understanding that the appropriate utility companies will be responsible for moving power poles and/or telephone pedestals as required.

Derek Dominguez

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DEREK DOMINGUEZ AND KNOWN TO ME TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME, FIRST DULL SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of March, 20 17.

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

CYNTHIA MEZA
My Commission Expires
October 25, 2018

FILE FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO Jr.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM / PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

MERCEDES, TEXAS
Neuhaus Acres Subdivision
PROPOSED WATER & SANITARY SEWER PLAN

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592
WESLACO, TEXAS

DRAWN: D.F.	CHECKED: J.B.W. Jr.	DRAWING NO. 16-130-2
DATE: JANUARY 2017	NO. 2 OF 2	

COPYRIGHT 2017 SWG ENGINEERING, LLC

NEUHAUS ACRES SUBDIVISION

A 7.303 ac. subdivision out of Lot 15, Block 101, Campacuas Addition to the Capisallo District Subdivision, Volume 1, Page 2

INDEX TO SHEET OF NEUHAUS ACRES SUBDIVISION:

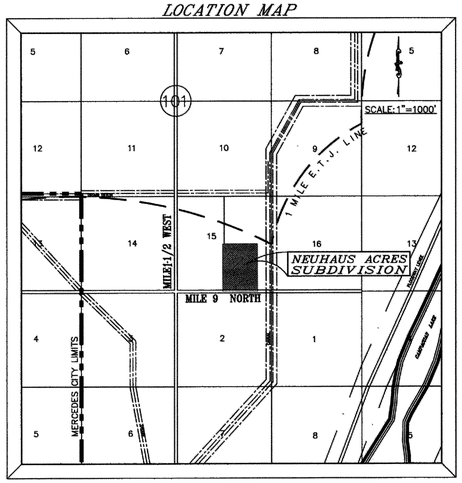
SHEET 1: Heading; Index; Location Map and ETJ; Principal Contacts; Map: Lot, Streets, and Easement Layout; Description (Metes and Bounds); Engineer's and Surveyor's Certification, Plat Notes and Restrictions; Owner's Dedication, Certification, Attestation; City Approval Certificate; Hidalgo County Judge; County Clerk's Recording Certificate; Irrigation District, H.C.D.D. No. 1, Hidalgo County Health Department Certificate, North Alamo Water Supply; Revision Notes.

SHEET 2: Engineering Report, including Description of water and wastewater/ O.S.S.F. and Engineers certification; Drainage Report, Including Description of Drainage and Map of Topography and Engineering Certification in English and Spanish: Revision Notes.

FLOOD ZONE DATA:

Zone X– Areas determined to be outside 500–year flood–plain. Area determined by FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, Map Revised June 6, 2000, Revised to Reflect LOMR Dated 5/30/2002

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

According to the Official Map in the office of the Secretary of the City of Mercedes, NEUHAUS ACRES SUBDIVISON, is located in Precinct No. 1 approximately 640.00 feet East of the intersection of Mile 1–1/2 West and Mile 9 North, and outside the city limits, and lies within the city's one–mile ETJ under Local Government Code 212.001. The city of Mercedes Population 15,784 and counting.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Melanie D. Wilson	5360 Mile 9 North	Mercedes Tx. 78570	(956) 684–9826	N/A
ENGINEER:	Joe B. Winston Jr.	611 Bill Summers Intl. Blvd.	Weslaco Tx. 78598	(956) 968–2194	956–968–8300
SURVEYOR:	Joe B. Winston Jr.	611 Bill Summers Intl. Blvd.	Weslaco Tx. 78598	(956) 968–2194	956–968–8300

STATE OF TEXAS :
COUNTY OF HIDALGO :

OWNER'S DEDICATION, CERTIFICAITON AND ATTESTATION

I, MELANIE D. WILSON AS OWNER(S) OF THE 7.303 GROSS ACRE TRACT OF LAND, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

ADDITIONALLY, OWNER, HEREBY CERTIFIES THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, § 232.032 AND THAT:

A. THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET MINIMUM STATE STANDARDS;

B. SANITARY SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS;

C. ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND,

D. GAS CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Melanie Wilson
MELANIE D. WILSON
5360 MILE 9 NORTH
MERCEDES, TEXAS 78570

2-20-17
DATE

STATE OF TEXAS :
COUNTY OF HIDALGO :

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MELANIE WILSON AND KNOWN TO ME TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULL SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF February 20 17

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 10-25-2018

CYNTHIA MEZA
My Commission Expires
October 25, 2018

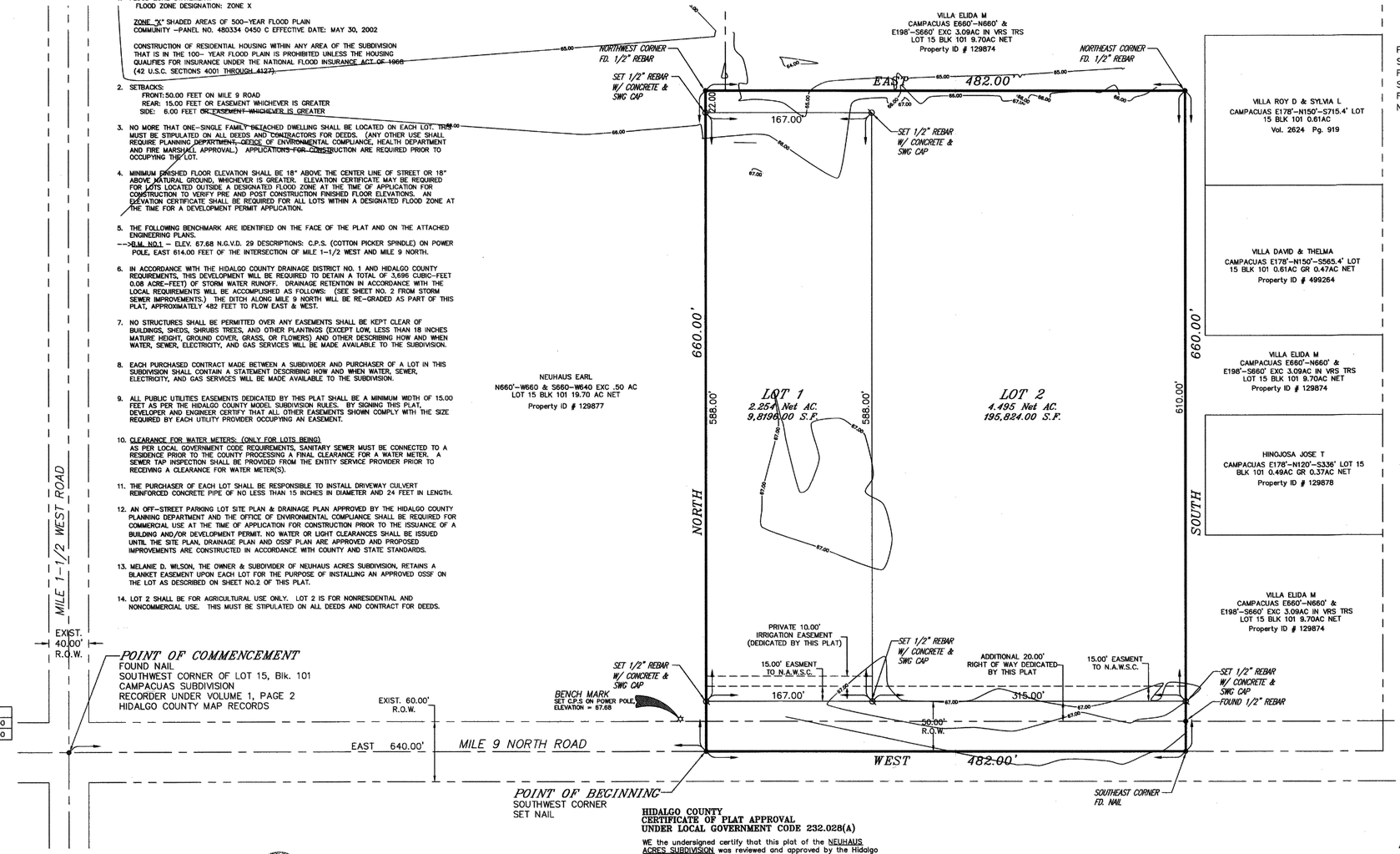
REVISION NOTES:

NO.	Sheet	Revisions	Date	Approved

Sheet No. 1 of 2

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE X
   ZONE "X" SHADED AREAS OF 500–YEAR FLOOD PLAIN
   COMMUNITY –PANEL NO. 480334 0450 C EFFECTIVE DATE: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100– YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT: 50.00 FEET ON MILE 9 ROAD
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
3. NO MORE THAT ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTORS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL.) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   -->B.M. NO.1 – ELEV. 67.68 N.G.V.D. 29 DESCRIPTIONS: C.P.S. (COTTON PICKER SPINDLE) ON POWER POLE, EAST 614.00 FEET OF THE INTERSECTION OF MILE 1–1/2 WEST AND MILE 9 NORTH.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,696 CUBIC–FEET 0.08 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FROM STORM SEWER IMPROVEMENTS.) THE DITCH ALONG MILE 9 NORTH WILL BE RE–GRADED AS PART OF THIS PLAT, APPROXIMATELY 482 FEET TO FLOW EAST & WEST.
7. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. CLEARANCE FOR WATER METERS: (ONLY FOR LOTS BEING)
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
11. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
12. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
13. MELANIE D. WILSON, THE OWNER & SUBDIVIDER OF NEUHAUS ACRES SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.
14. LOT 2 SHALL BE FOR AGRICULTURAL USE ONLY. LOT 2 IS FOR NONRESIDENTIAL AND NONCOMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS.



SCALE: 1"= 60'

LEGEND

Property Line .....
Set 1/2" Rebar w/ Conc. & SWG Cap.....⊠
Found 1/2" Rebar ..... ●
Set Nail ..... ○
Found Nail ..... ⊙
North Alamo Water Supply Corp.....N.A.W.S.C.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is herby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easements hereby granted shall be limited to a strip of land 15' in width, the center line hereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

In witness whereof the said grantor executed this instrument this

Feb. 20th day of 2017.

Melanie Wilson
Melanie D. Wilson

This plat of NEUHAUS ACRES SUBDIVISION has been submitted to and considered by the Planning and Zoning Commission of the City of Mercedes, Texas and is hereby approved by such Commission.

Dated this 9th day of MARCH ,2017.

Alonso Cadwell
PNZ Chairperson

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)
WE the undersigned certify that this plat of NEUHAUS ACRES SUBDIVISION was reviewed and approved by the City Council of the City of Mercedes

Mayor of City of Mercedes — Date 3/10/17

Attest: Secretary of the City of Mercedes — Date 3/10/17

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO Jr.
HIDALGO COUNTY CLERK

ON_____ AT _____ AM / PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY_____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9 DATED THIS 20th DAY OF Feb. 2017.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(A)

WE the undersigned certify that this plat of the NEUHAUS ACRES SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court.

on_____

Hidalgo County Judge — Date

Attest: Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

GENERAL MANAGER — DATE

Joe B. Winston Jr., a registered professional land surveyor and registered professional engineer in Texas, hereby certify that the above plat and description of the the NEUHAUS ACRES SUBDIVISION, was prepared from a survey of the property made on the ground by me or under my supervision and that the proper engineering consideration has been given to this plat and is a true and accurate representation of the subdivision.

Joe B. Winston Jr. P.E. # 31109 — R.P.L.S. # 3780

2-20-2017
Date

STATE OF TEXAS
JOE B. WINSTON JR.
31109
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
JOE B. WINSTON JR.
3780
PROFESSIONAL
LAND SURVEYOR
2/20/2017

LEGAL DESCRIPTION OF NEUHAUS ACRES SUBDIVISION:

Neuhaus Acres Subdivision, being a 7.303 ac. subdivision out of Lot 15, Block 101, Campacuas Addition to the Capisallo District Subdivision, as recorded in Volume 1, Page 2 of the Map and Plat Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows, to–wit:

Commencing at a found Nail for the Southwest corner of Lot 15, Block 101 Capisallo District Subdivision, East a distance of 640.00 ft. along and with the South lot line of said Lot 15 and Mile 9 North County Road to a set Nail for the Southwest corner and the Point of Beginning of this tract of land;

Thence, North a distance of 50.00 ft. to a set 1/2" rebar in concrete w/ SWG cap for the proposed North road R.O.W. of Mile 9 North Road and in all a distance of 660.00 ft. to a found 1/2" rebar for the Northwest corner of this tract of land;

Thence, East a distance of 482.00 ft. to a found 1/2" rebar for the Northeast corner of this tract of land;

Thence, South a distance of 610.00 ft. to a set 1/2" rebar in concrete w/ SWG cap for the proposed road R.O.W. of Mile 9 North Road and 630.00 ft. to a found 1/2" rebar for the existing road R.O.W. and in all a distance 660.00 ft. to a found Nail for the Southeast corner of this tract of land;

Thence, West along the South lot line of said Lot 15 and Mile 9 North County Road a distance of 482.00 ft. to a set Nail for the Southwest corner of this tract of land, and the Point of Beginning, and containing 7.303 acres of land, more or less.

Sigler, Winston, Greenwood, & Associates, LLC.
SWG
CONSULTING ENGINEERS
WESLACO, TEXAS
SINCE 1945
611 BILL SUMMERS INTL. BLVD.
WESLACO, TEXAS 78596
(956)–968–2194 OFFICE
(956)–968–8300 FAX

16–130

DATE PREPARATION: JANUARY 23, 2017

COPYRIGHT 2017 SWG ENGINEERING, LLC D.F.

AI-59234 **Precinct #2** **19. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Receipt, review, and approval of closing documents for Parcel 1 for LJ Drain Project with authority for the Co Judge and or Executive Officer to sign closing documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1350-431-00-122-038-0-710

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

BUDGETARY IMPACT:

Funding approval of AI#59227 CC 4/5/17.

Attachments

Docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 04:39 PM
Merlen P. Munoz	Merlen P. Munoz	03/31/2017 04:57 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Erika Zamora		Started On: 03/31/2017 04:33 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way Agent

DATE: January 11, 2010

RE: L J Drainage Project Parcel 1
The Floyd E. Anderson Estate

Robert K. Anderson, Executor of the Estate, has requested counter on a final amount to be approved. Please consider.

A copy of Leonel Garza, Jr. & Associates' appraisal and a counter offer letter from Mr. Anderson is enclosed.

Thank you.

Appraised Value:	$ 107,426.00
Amount requested:	$ 140,848.00
Difference;	$ 33,422.00

Approved; _____

Not Approved: ✓

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

ADMINISTRATIVE SETTLEMENT DISAPPROVAL LETTER

January 13, 2010

Certified Letter # 7006-2760-0002-0142-2931

Floyd E. Anderson Estate
Robert K. Anderson, Executor
6168 Sylvia Ave.
Tarzana, Ca. 91335-6603

Re: **Settlement Disapproval**
LJ Drainage Project
Parcel # 1

Dear Mr. Robert K. Anderson:

I reviewed your counter offer which increases to $ 29,500 per acre on open land and $ 14,750 per acre on easement acquisition. Your offer would result to a total of $ 140,848.00. This would increase our original offer by $ 33,422.
I presented your request to Mr. Jose N. Pena, Director of Right of way Acquisitions. He asked that I prepare your counter offer for presentation to the Hidalgo County Commissioner's court. Enclosed is the document presented to Commissioner's Court.

Your counter offer was denied. Commissioner's Court asked that I counter your offer with a total offer of $ 125,000.00. This would increase our original offer of $ 107,426.00 by $ 17,525.00.

If this offer is not accepted I will be forced to refer this case to our legal department and our original offer of $ 107,426.00 will stand before the condemnation court. Please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of right of way.

We would like to thank you for your effort and cooperation in attempting to settle this acquisition in order to expedite this much needed project.

Sincerely,

Lupe Rodriguez, Right of Way Agent
Hidalgo County Right of Way Department

6168 Sylvia Ave.
Tarzana, CA 91335-6603
January 29, 2010

Lupe Rodriguez
Hidalgo County Right of Way Department
2401 N. Moorefield Rd.
Mission, TX 78572

Re: LJ Drainage Ditch Project

Dear Mr. Rodriguez,

Thank you for your letter of January 13th in response to the counter offer submitted on our land to be purchased by the Right of Way Department.

Though Mr. Jose N. Pena did not accept our counter, I was pleased to hear in our recent telephone conversation that there was a new offer of $26,200.00 per acre with an additional $13,010.00 for the easement. I stated at the time that this was an offer we could accept and I now do so in writing.

I'm a little puzzled by your recent letter. You state that the Commissioner's Court has asked you to counter our offer with a total offer of $125,000.00. Given the figures you quoted me in our phone conversation, and as I've repeated above, how does this factor out? I was also concerned that the letter did not address our wish to retain the mineral rights to the property as expressed in my letter dated December 15, 2009.

Thank you again for your assistance and patience. It would appear that we're nearing a resolution that is amicable to all parties concerned.

Sincerely,

Robert K. Anderson

Robert K. Anderson
Executor, Floyd E. Anderson

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located approximately 300' feet South of Owassa Road along the east line of Cesar Chavez Road, Hidalgo County, Texas	District ROW CSJ:	Pharr N/A
Property Owner:	Floyd E Anderson	Parcel:	1 (Revised 10/06/09)
Address of Property Owner:	6168 Sylvia Avenue, Tarzana, CA 91335-6603	Federal Project No:	N/A

Occupant's Name: Vacant Acreage

Whole: ☐ Partial: ☑ Acquisition Highway: LJ Drainage Project County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

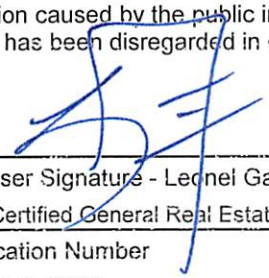
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $107,426.00 as of July 10, 2009, based upon my independent appraisal and the exercise of my professional judgment; on July 10, 2009 (date)(s), I personally inspected in the field the property herein appraised; I afforded The Estate of Floyd E. Anderson, Deceased, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 4, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

October 6, 2009

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between Owassa Road and Minnesota Road, from Cesar Chavez Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Lupe Rodriguez is the right-of-way agent of which has a local office located at 509 E Earling Road, San Juan, Texas. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Rodriguez can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated July 7, 2009, on behalf of Hidalgo County Precinct No. 2, Lupe Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road Cesar Chavez Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property and an easement that encumber said subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active irrigation easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

Accessibility To Subject Property

The owner of record of the subject property, as per Hidalgo County Appraisal District Records was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along southern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 20.00 acre tract of land as described by survey. Any existing road right-of-way indicated along Cesar Chavez Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated October 2, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 7.47 acres to 15.01 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 5.207 acres (226,817 square feet). The proposed acquisition is located along the northern property line of the subject whole property which fronts the east line of Cesar Chavez Road. The proposed acquisition has approximately 173.23' lineal feet of frontage along the east line of Cesar Chavez Road and depth of 1,290 lineal feet. The subject whole property is encumbered with several irrigation easements that are located along the northern, eastern and western property boundaries. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Owassa Road, Cesar Chavez and nearby thoroughfares. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired	**5.2070 Acres**
	226,817 S.F.

Legal Description of the Part To Be Acquired
A 5.207 acre tract of land out of the north one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24 - 26, Map Records, Hidalgo County, Texas.

Remainder Before and After Acquisition
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

Property Tax Information
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Floyd E. Anderson. The part to be acquired was identified as the subject whole property which contained tax identification no. R112903. The subject property, which is a vacant agricultural use tract of land, is valued at $293,100 with an indicated assessed value at $8,187. The property taxes for the subject appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided nor necessary due to the acquisition size of the partial acquisition. The extraordinary assumption that no adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available
The subject property is located in a region, which contains potable water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Edinburg, San Juan and Alamo markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for residential development use. This type of use is concurrent with the recent trends located along Cesar Chavez Road within Hidalgo County and nearby municipalities to the project including the City of Edinburg, City of San Juan and the City of Alamo. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

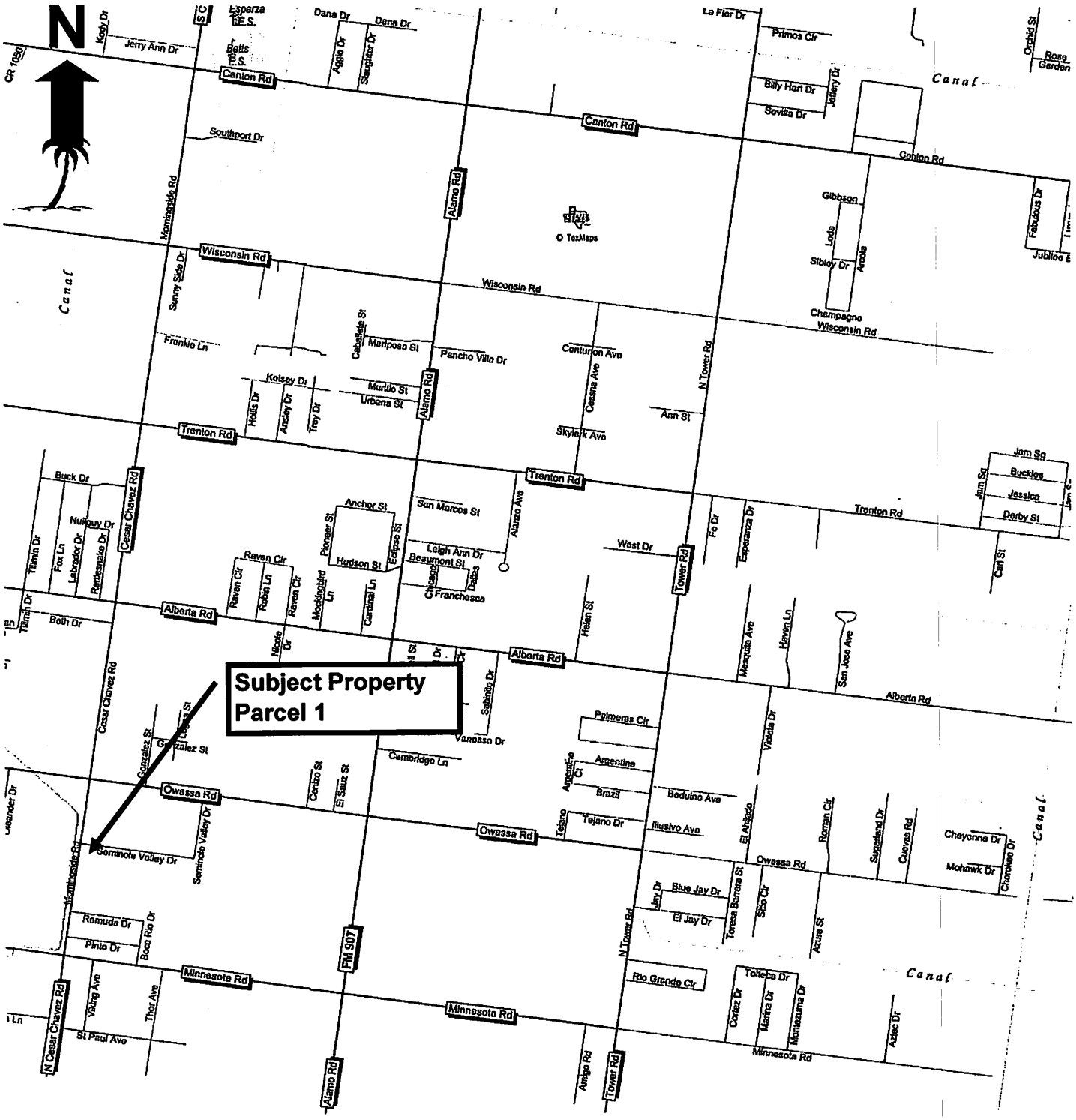
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential development use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Cesar Chavez Road and should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of single family residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the central region of Hidalgo County. The subject property contains adequate land area to allow the future residential development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

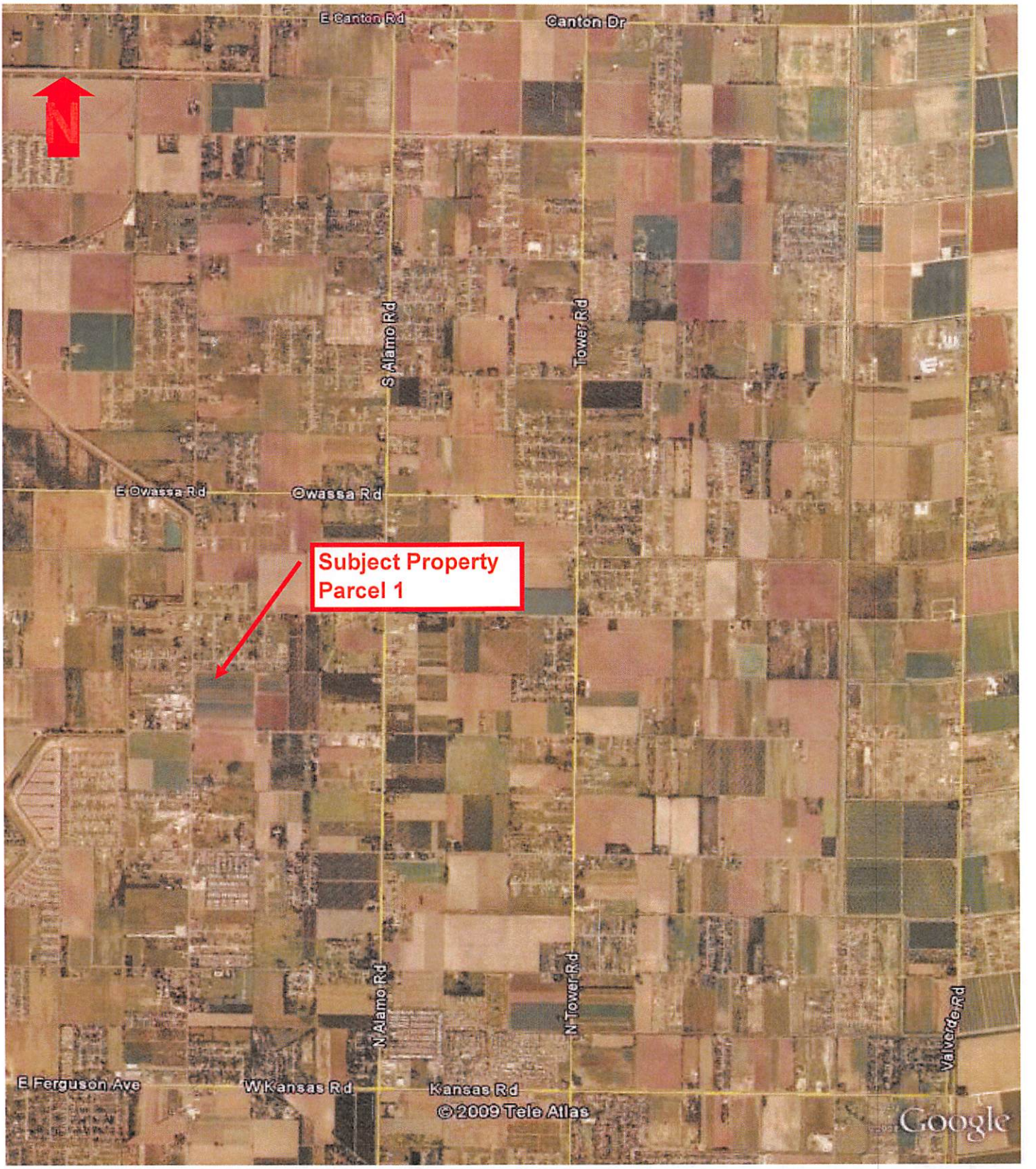
The financial feasibility and maximally productive use of the subject property is based on the growth trends along Owassa Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Cesar Road and nearby Tower Road and Alamo Road, it is estimated that the subject can be financially feasible to contain residential development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for residential development use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



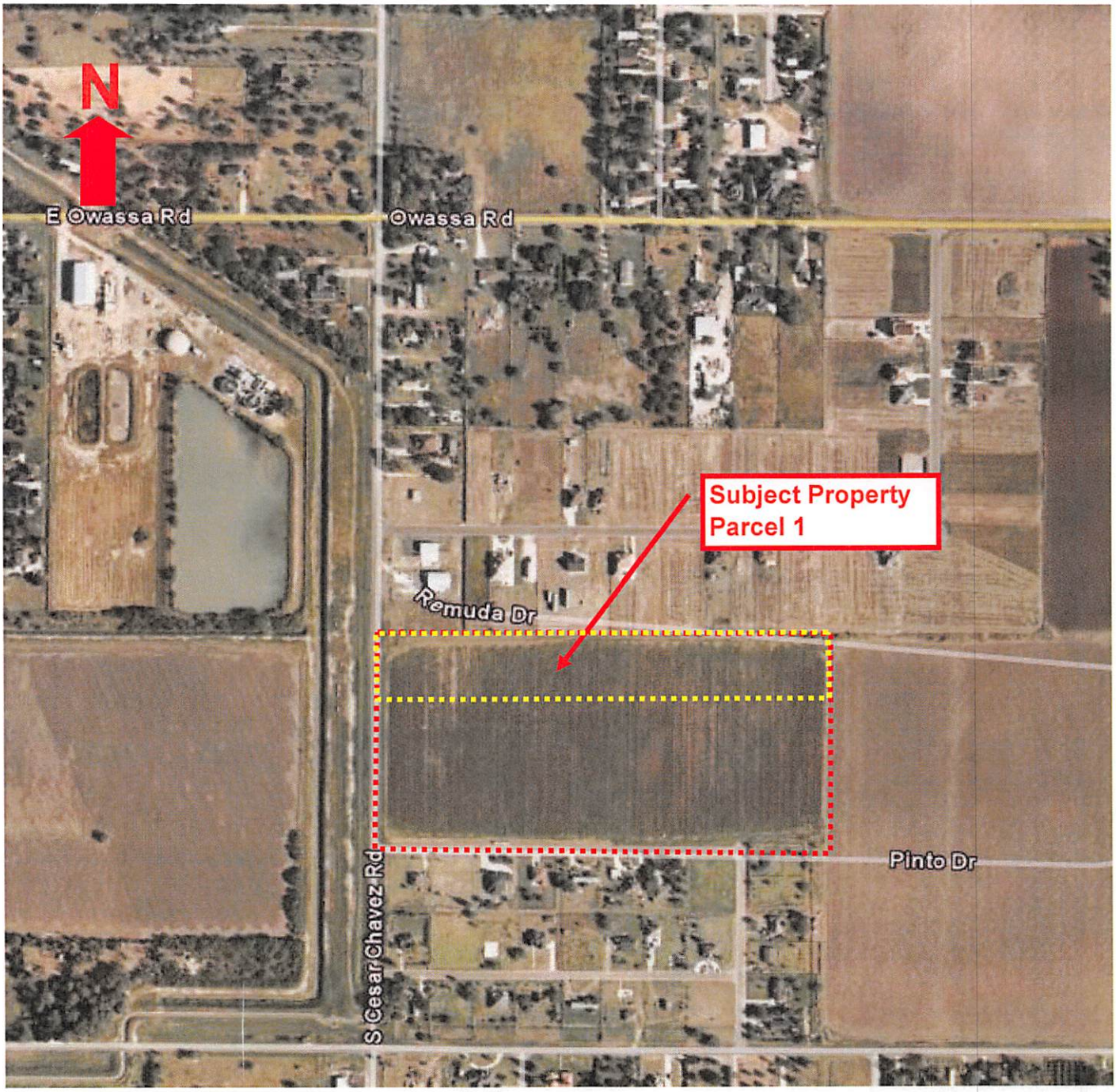
Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 26, 2009
Parcel 1
Page 1 of 3
Rev.: 10/02/09

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 1

Local Address: Located approximately 300' feet South of Owassa Road along the east line of Cesar Chavez Road, Hidalgo County, Texas

Date Taken: July 10, 2009

Taken By: Leonel Garza III

1. Point from which taken: Photo 1:Cesar Chavez Road
Photo 2: Cesar Chavez Road

Looking: Photo 1: Eastern
Photo 2: Northern View



Photo 1
Eastern view of the subject whole property from Cesar Chavez Road.



Photo 2
Northern view of Cesar Chavez Road and the most western property boundary of the subject property. The survey stake indicates the southwest corner of the proposed acquisition.

2. Point from which taken: Photo 3: Existing HCID ROW
Photo 4: Existing HCID ROW

Looking: Photo 3: Western View
Photo 4: Western View



Photo 3
Southern view of Cesar Chavez Road. The proposed acquisition is located along the left of the photo.



Photo 4
Eastern view of the subject whole property as seen from its most southwestern property boundary.

DESCRIPTION OF PROPERTY:
The subject property, as a whole, is a 20.00 gross acre vacant agricultural tract of land located along the eastern line of Cesar Chavez Road in the County of Hidalgo, Texas. According to the survey provided by R. Gutierrez Engineering Corporation, dated October 2, 2009, the part to be acquired is approximately 5.207acres (226,817 square feet) located along the most northern property boundary of the subject whole property. The subject whole property is encumbered with a 0.865 acre irrigation easement held by Hidalgo County Irrigation District No. 2. The proposed acquisition contains 173.23' lineal feet of frontage along the east line of Cesar Chavez Road and a depth of 1,290 lineal feet. This area includes a 19.0 foot wide Hidalgo County Irrigation District easement along the most western property boundary of the partial acquisition. Access to the subject whole property is via Cesar Chavez Road, a county maintained asphalt paved road. Based on the area indicated by the survey provided the subject of this report shall be utilized as the economic unit of the subject property for valuation. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo, Texas

AREA OR NEIGHBORHOOD ANALYSIS:
The subject neighborhood along Cesar Chavez Road, south of Owassa Road, is a mixture of single family homes, single family residential developments and agricultural uses. Leonel Garza Jr. & Associates LLC has inspected the market area along Cesar Chavez Road and Owassa Road and has found that the market contains stable growth as traffic in the immediate area along Cesar Chavez Road continues to increase.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Floyd E Anderson, Deceased as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subjects ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Floyd E Anderson, Deceased. The subject property was transferred from H. S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased (Grantor) to Floyd E. Anderson (Grantee) on October 10, 1958. The subject has been in the name of The Estate of Floyd E. Anderson, Deceased for over fifty (50) years.

Legal Description: (Whole Property) Being 20.0 acres out of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Legal Description: (Part To Be Acquired) A 5.207 acre tract of land out of the north one-half of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas Volume 1, Pages 24-26, M.R.H.C.

Improvements: During the off-site inspection of the subject property no building or site improvements were indicated within the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

HIGHEST AND BEST USE ANALYSIS: Single Family Residential Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page)

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased	Johnny J. Harper, Sr.	Todd D. Kinney and Michelle Kinney	Nahum Rodriguez and wife, Jaine V. Rodriguez
Grantee	Floyd E Anderson	Jaime J. Munoz, Trustee	Garco, LTD	Ester A. Salazar
Date	October 10, 1958	July 13, 2009	May 5, 2008	May 18, 2007
Unit Price	/ Ac	$ 22,949 / Ac	13,324 / Ac	$ 22,972 / Ac
Relative Location	Average	Superior -20%	Inferior Tract 20%	Superior -20%
Lot Location	Interior Tract	Interior Tract 0%	Interior Tract 0%	Interior Tract 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Level	Similar 0%	Similar 0%	Inferior 20%
Available Utilities	Water / Electricity / Phone	Utilites Available 0%	Similar 0%	All Municipal Utilites Available 0%
Street Access / Frontage	Cesar Chavez Road	Sioux Road East of "I" Road 0%	Alberta Road 0%	Sioux Road West of Cesar Chavez Road 0%
Size of Tract	19.900 Ac	7.68 Acres 0%	15.01 Ac 0%	7.47 Acres 0%
Net Adjustments		Δ -20%	Δ 20%	Δ 0%
Indicated Unit Value		$ 18,359 / Ac	$ 15,989 / Ac	$ 22,972 / Ac

Estimated Unit Value of Fee Simple Area $ **22,500 / Acre**
Estimated Unit Value of Easement Area ($22,5000/Acres x 50% of Fee Simple Value) $ **11,250 / Acre**

Estimated Fee Value by Sales Comparison Approach (4.342 Acres x $22,500/Acre) $ **97,695**
(Includes Part To Be Acquired Only)

Estimated Value by Sales Comparison Approach (0.865 Acres x $11,250/Acre) $ **9,731**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

Combined Market Value $ **107,426**

ROW-A-6
Rev. 7/2004
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Johnny J. Harper, Sr. Grantee/Lessee: Jaime J. Munoz, Trustee

Date: July 13, 2009 Recording Information: Doc# 2018724 Key Map: N/A

Address: Located along the northern frontage of Sioux Road, East of "I" Road, San Juan, Texas Zip Code: 78589

Legal Description: A 7.68 acre tract of land out of Lot 9, Block 6, John Closner et al Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 0, Page 4, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price $: 176,250 Verified with: MLS# A117671s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.68 Acres Unit Price as Vacant $: 22,949 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Todd D. Kinney and Michelle Kinney Grantee/Lessee: Garco, LTD.

Date: May 5, 2008 Recording Information: Doc# 110853 Key Map: N/A

Address: Located along the northern frontage of Alberta Road, east of Tower Road, Hidalgo County, Texas Zip Code: 78537

Legal Description: A 15.01 acre tract of land out of the east 20.00 acres of Block 82, Hall Field Subdivision, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 1, Page 53, Map Records Hidalgo County, Texas.

Confirmed Price $: 200,000 Verified with: MLS# F107045s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 15.01 Acres Unit Price as Vacant $: 13,324 per acre

Type Street: Asphalt Paved – Alberta Road Utilities: Water, Electricity, and Phone

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Single Family Residential Development Highest & Best Use: Single Family Residential Development

Date of Inspection: March 4, 2009 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

Comparable Sale No. 3

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Nahum Rodriguez and wife, Jaine V. Rodriguez Grantee/Lessee: Ester A. Salazar

Date: May 18, 2007 Recording Information: Doc# 1761468 Key Map: N/A

Address: Located along the southern side of Sioux Road, west of Cesar Chavez Road, San Juan, Texas. Zip Code: 78589

Legal Description: A tract consisting of 7.47 gross acres (or 325,314 square feet), more or less, out of and forming a part of Lot Four (4), Block Thirty-nine (39), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-27, Map Records of Hidalgo County, Texas. (7.40 Acres Net)

Confirmed Price $: 170,000 Verified with: MLS# A100415S

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.40 acres Unit Price as Vacant $: 22,972 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) Unit Price as Improved $: N/A

Condition and Functional Design: NA

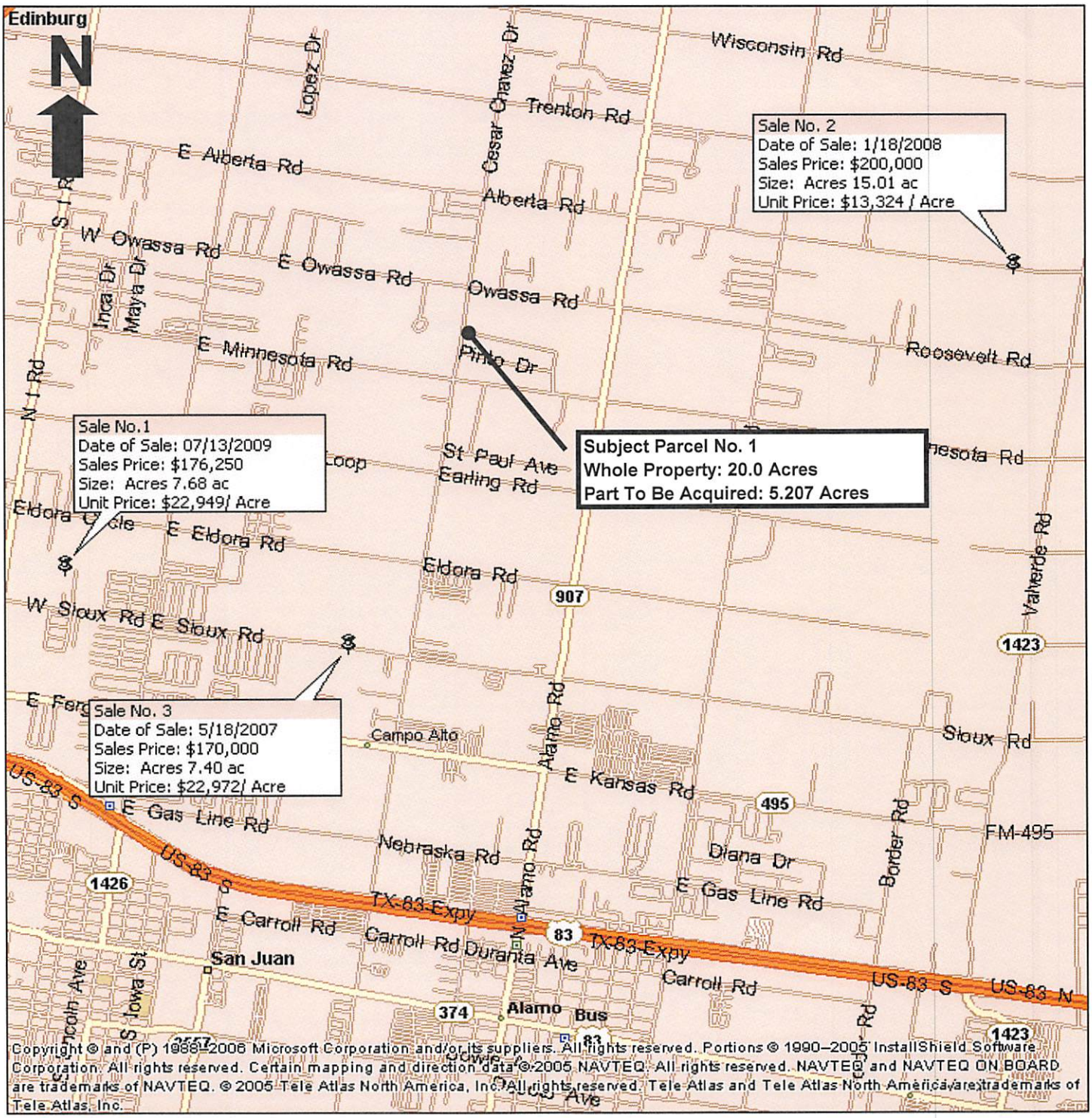
Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Cesar Chavez Road and other similar and thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the northern frontage of Sioux Road, east of "I" Road within San Juan, Texas. The property was purchased for $176,250 for 7.68 acres which equates to a unit rate of $22,949 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -20% was indicated. Due to the sales similar lot location, financing, marketing conditions, physical characteristics, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $18,359 per acre.

Sale No. 2 is located along the northern frontage of Alberta Road, east of Tower Road within Hidalgo County, Texas. The property was purchased for $200,000 for 15.01 acres which equates to a unit rate of $13,324 per acre. The sale is inferior in location as compared to the subject; as such an upward adjustment of 20% was indicated. Due to the sales similar in financing, marketing conditions, physical characteristics, access and size as compared to the subject property, no adjustments for these items of comparison were indicated. A unit value for the subject property is indicated to be $15,989 per acre.

Sale No. 3 is located at the along the southern side of Sioux Road, west of Cesar Chavez Road in San Juan, Texas. The property was purchased for $170,000 for 7.40 acres which equates to a unit rate of $22,972 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -20% was indicated. An adjustment of +20% were indicated for sales inferior physical characteristics. Due to the sales similar lot location, financing, marketing conditions, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $22,972 per acre.

Reviewing the comparable sales selected, an unadjusted range of market unit value of $13,324 per acre to $22,949 per acre is indicated. After applicable adjustments were made in a paired sales analysis of the comparables to the subject property, an adjusted range of unit market value of $15,989 per acre to $22,972 per acre was determined. Based on the subject property location along Cesar Chavez Road. A value near the mid to upper end of the adjusted unit rates was selected for the subject property, $18,750 per acre.

As for the portion of the part to be acquired of which is encumbered by the Hidalgo County Irrigation District No. 2 Easement, a 50% discount of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to said this portion of the subject property as the irrigation district has the right to construct, repair any drain or irrigation lines located within this designated easement area. This area reserved for such use will not be able to be built upon with structures with out the explicit permissibility of the district. However, upon the permissibility of the irrigation district, the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control of the land area a discount of 50% is applied. Therefore, the 0.865 acres located with the H.C.I.D. No. 2 Irrigation Easement unit rate is calculated at 50% of the $22,500/acre value determined for the fee simple area. This value shall be included for total compensation for the part to be acquired.

ESTIMATED VALUE OF ACQUISITION

Land:	**4.3420**	**Acres**	**@**	**$**	**22,500**	**Per Acre (As Fee Simple)**	**$**	**97,695**
Land:	**0.8650**	**Acres**	**@**	**$**	**11,250**	**Per Acre (As Easement)**	**$**	**9,731**

Improvements: *No Improvements Indicated*

	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Improvements	$ -

TOTAL ESTIMATED VALUE $ **107,426**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2006 Edition)*.
- I have made a personal on-site visit of the property that is the subject of this report.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis. Personal Assistant Adrian Perez, aided in the physical measuring of the subject property only.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375 General



Luis Carlos Garza
General Certified Real Estate Appraiser
License No. TX - 1338051 - General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2010 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
June 16, 2009 through June 16, 2010 (Active)

Public Service Organizations

Associate Member of the Appraisal Institute (Not MAI Designated)
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Work Experience

- *Employee of Leonel Garza Jr. & Associates since 1990*
- *State Certified General Real Estate Appraiser since December 31, 1998*
- *Owner of G-3 Construction which primary focus is custom commercial and multifamily residential construction.*
- *Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
- *Licensed Property Tax Consultant Since 2000.*
- *Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

Clients For Which Appraisals Have Been Prepared By This Appraiser

Banks
Attorneys
Retailers
Doctors
Oil Companies
Farmers
Mortgage Companies
Hotel Franchises
US Department of Interior

Bankruptcy Courts
Homeowners
Rancher
National Franchises
Estate Planners
Texas Department of Transportation

Cities of:
Alamo
Alton
Edinburg
Hidalgo
Mercedes
Mission
McAllen
Pharr
San Juan
Progresso

Cameron County
Hidalgo County
Starr County

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills
Commercial Lots
Convenience Stores
Farms & Ranches
Industrial (McAllen Foreign Trade Zone)
Industrial Subdivisions
Medical Offices
Retail Commercial Strips
Warehouses

Apartment Complexes
Automobile Agencies
Mini-Storage Units
Mobile Home Park Subdivision
Motels / Hotels
Ranches
Residential Subdivisions
Restaurants
Right of Way Acquisitions
Truck Stops

Agricultural Land
Bar / Lounges
Grocery Stores
Multi-Tenant Retail
Multi-Tenant Offices
Residential
Vacant Residential Lots
Veterinary Clinics

Areas Where Appraised Properties Have Been Performed By This Office

Alamo
Beeville
Elsa
Mission
New Braunfels
Progresso
Rio Grande City
Roma

Edcouch
Hargill
Harlingen
Hidalgo
Los Ebanos
Port Isabel
South Padre Island
Zapata

Alice
Georgewest
Kingsville
McAllen
Palmview
San Antonio
Sullivan City
McCook

Austin
Donna
Edinburg
La Feria
La Joya
Mercedes
San Juan
Weslaco

QUALIFICATIONS OF APPRAISER - LUIS CARLOS GARZA

Education

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

Licenses Held

- State Certified General Real Estate Appraiser
  Number TX – 1338051-General
  Licensed since July 28, 2008
  Expires: July 31, 2010 (Active)

Public Service Organization

- McAllen Palm City Lions Club
- Associate Member of the International Right of Way Association (IRWA) (Member # 78992)

Work Experience

- Employee of Leonel Garza Jr. and Associates since 2004

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

July 8, 2009

Project: LJ Drainage Project
The North one-half (N. 1/2) of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas

Parcel No. 1
The Estate of Floyd E Anderson Deceased
6168 Sylvia Ave
Tarzana, CA 91335-6603

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise various properties within your market area for the purpose of acquiring either land in fee simple or as an easement. This proposed acquisition is for the purpose of creating a master plan drainage system for the County of Hidalgo. Attached is a survey of the property to be appraised. This office shall be inspecting the subject property from existing road right-of-way until verbal or written permission from you is granted to enter the subject property. We would like to extend the opportunity to meet with our office at your site at a later date in order to explain the project and the purpose of the appraisal report requested by Hidalgo County Precinct No. 2.

The Hidalgo County Precinct No. 2 is interested in acquiring said property believed to be in the name of The Estate of Floyd E Anderson Deceased. This is the beginning process for future negotiations to acquire the all or a portion of the subject property. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed.

If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza II
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Right-of-Way Department
Lupe Rodriguez, Right-of-Way Agent
509 East Earling
San Juan, Texas 78589
(956) 283-8134

CERTIFIED LETTER TRACKING INFORMATION

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7009 0080 0000 5956 8502

7009 0080 0000 5956 8502

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Parcel No. 1

Sent To: The Estate of Floyd E Anderson Deceased

Street, Apt. No.; or PO Box No.: 6168 Sylvia Ave

City, State, ZIP+4: Tarzana, CA 91335-6603

PS Form 3800, August 2006 — Drainage Project — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Estate of Floyd E Anderson Deceased
6168 Sylvia Avenue
Tarzana, CA 91335-6603

Parcel No. 1

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

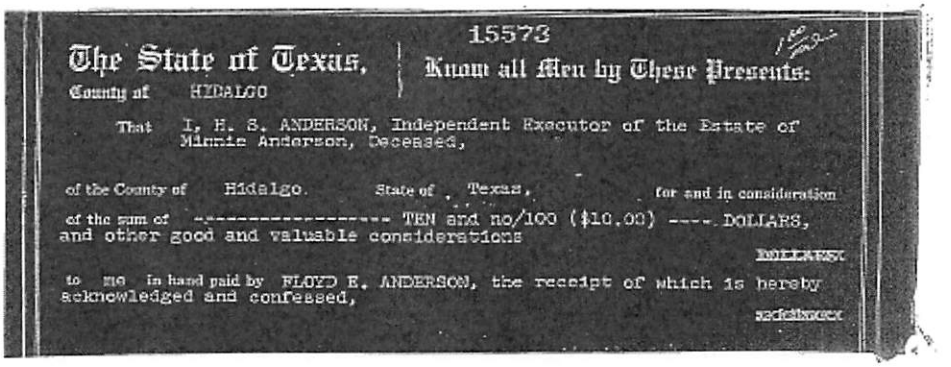
4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from serv)* 7009 0080 0000 5956 8502

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

WARRANTY DEED (Page 1 of 2)

VOLUME 926, PAGE 482, DEED RECORDS



15573

The State of Texas, | Know all Men by These Presents:

County of HIDALGO

That I, H. S. ANDERSON, Independent Executor of the Estate of Minnie Anderson, Deceased,

of the County of Hidalgo. State of Texas, for and in consideration of the sum of ---------- TEN and no/100 ($10.00) ---- DOLLARS, and other good and valuable considerations

to me in hand paid by FLOYD E. ANDERSON, the receipt of which is hereby acknowledged and confessed,

WARRANTY DEED (Page 2 of 2)

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said FLOYD E. ANDERSON of the County of Los Angeles State of California all that certain lot, tract or parcel of land situated in Hidalgo County, Texas, and more particularly described by metes and bounds as follows; to wit:

The North one-half (N. 1/2) of Lot Eight (8), Block Forty-eight (48), Alamo Land & Sugar Company's Subdivision of lands in Hidalgo County, Texas,

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said FLOYD E. ANDERSON, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said FLOYD E. ANDERSON, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at McAllen, Texas this 10th day of October 19 58

Witness at request of Grantor:

H. S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased.

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared H. S. ANDERSON, Independent Executor of the Estate of Minnie Anderson, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of October, A. D. 19 58

(L. S.)

Notary Public in and for Hidalgo County, Texas

JOINT ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared

Filed for Record on the 18th day of October A. D. 1958, at 8:08 o'clock A.M.

Duly Recorded this the 21st day of October A. D. 1958, at 1:20 o'clock P.M.

Instrument No. 15573

GEO. L. ANDERSON, County Clerk
Hidalgo County, Texas

By L. Ramirez Deputy

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐FHA 2. ☐FmHA 3. ☐Conv Unins 4. ☐VA 5. ☐Conv Ins. 6. ☐Seller Finance	6. File Number 120374	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
THE COUNTY OF HIDALGO, TEXAS **300 West Hall Acres Ste. G** **Pharr, TX 78577**	**Robert K. Anderson aka Robert Keemy Anderson, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, deceased** **6168 Sylvia Avenue** **Tarzana , CA 91335**	,

G. Property Location	H. Settlement Agent Name	
Alamo Land And Sugar Company, Lot 8, Block 48, Hidalgo County **, TX**	**Valley Land Title Co.** **6013 N. 10th Street** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Company** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **2/10/2017** Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$125,000.00**	401. Contract Sales Price	**$125,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$3,913.35**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$128,913.35**	**420. Gross Amount Due to Seller**	**$125,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$0.00**	**520. Total Reduction Amount Due Seller**	**$0.00**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$128,913.35**	601. Gross Amount due to seller (line 420)	**$125,000.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$0.00**
303. Cash From Borrower	**$128,913.35**	**603. Cash To Seller**	**$125,000.00**

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$125,000.00**	**@ % = $0.00**		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from **2/10/2017** to **3/1/2017** @ **$0**/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. Annual assessments	months @	per month		
1006. School property taxes	months @	per month		
1007. Water District taxes	months @	per month		
1008. HOA Dues	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to	**L. G. "Jerry" Canales**	**$1,100.00**	
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to	**Valley Land Title Company**	**$1,014.00**	
(includes above items numbers:)				
1109. Lender's coverage	**$0.00/$0.00** .			
1110. Owner's coverage	**$125,000.00/$1,014.00**			
1111. Escrow fee	to	**Valley Land Title Company**	**$300.00**	
1112. Guaranty Assessment Recoupment Charge	to		**$0.00**	**$0.00**
1113. Tax Service Fee	to	**Hidalgo County Property Tax Service**	**$55.00**	
1114. FedEx Fee	to	**Valley Land Title Company**	**$126.85**	
1115. State Guaranty Fee	to	**Valley Land Title Company-Guaranty Fee Escrow Account**	**$3.00**	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$56.00** ; Mortgage ; Rel	to **Valley Land Title Company**	**$56.00**	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Aff of Heirship/Probate rec reimbursemt	to	**Valley Land Title Company**	**$380.00**	
1205. Reimbursement of certified copies	to	**Robert K. Anderson**	**$878.50**	
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$3,913.35**	

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

Robert K. Anderson aka Robert Kemmy Anderson, Individually
and as Administrator of the Estate of Josephine K. Anderson aka
Josephine Kemmy Anderson, deceased

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

File No. 120374

Addendum to HUD Settlement Statement

Additional Buyers/Borrowers & Sellers

I have carefully reviewed the HUD-1 Settlement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Section D – Additional Buyers/Borrowers	Section E – Additional Sellers
	Marilyn Elaine Anderson 6168 Sylvia Avenue Tarzana, CA 91335 Marilyn Elaine Anderson Mildred Anderson Sheets and Thomas Barr Sheets, 24723 Calvert Street Woodland Hills, CA 91367 Mildred Anderson Sheets Thomas Barr Sheets

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: February 10, 2017

TO: SELLER: MARILYN ELAINE ANDERSON; ROBERTO K. ANDERSON AKA ROBERT KEMMY ANDERSON, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF JOSEPHINE K. ANDERSON AKA JOSEPHINE KEMMY ANDERSON, DECEASED; AND MILDRED ANDERSON SHEETS AND HUSBAND, THOMAS BARR SHEETS

BUYER: THE COUNTY OF HIDALGO, TEXAS

FROM: VALLEY LAND TITLE CO.

PROPERTY: A 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:

Marilyn Elaine Anderson
MARILYN ELAINE ANDERSON

Robert K. Anderson
ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased

Mildred Anderson Sheets
MILDRED ANDERSON SHEETS

Thomas Barr Sheets
THOMAS BARR SHEETS

BORROWER:
THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

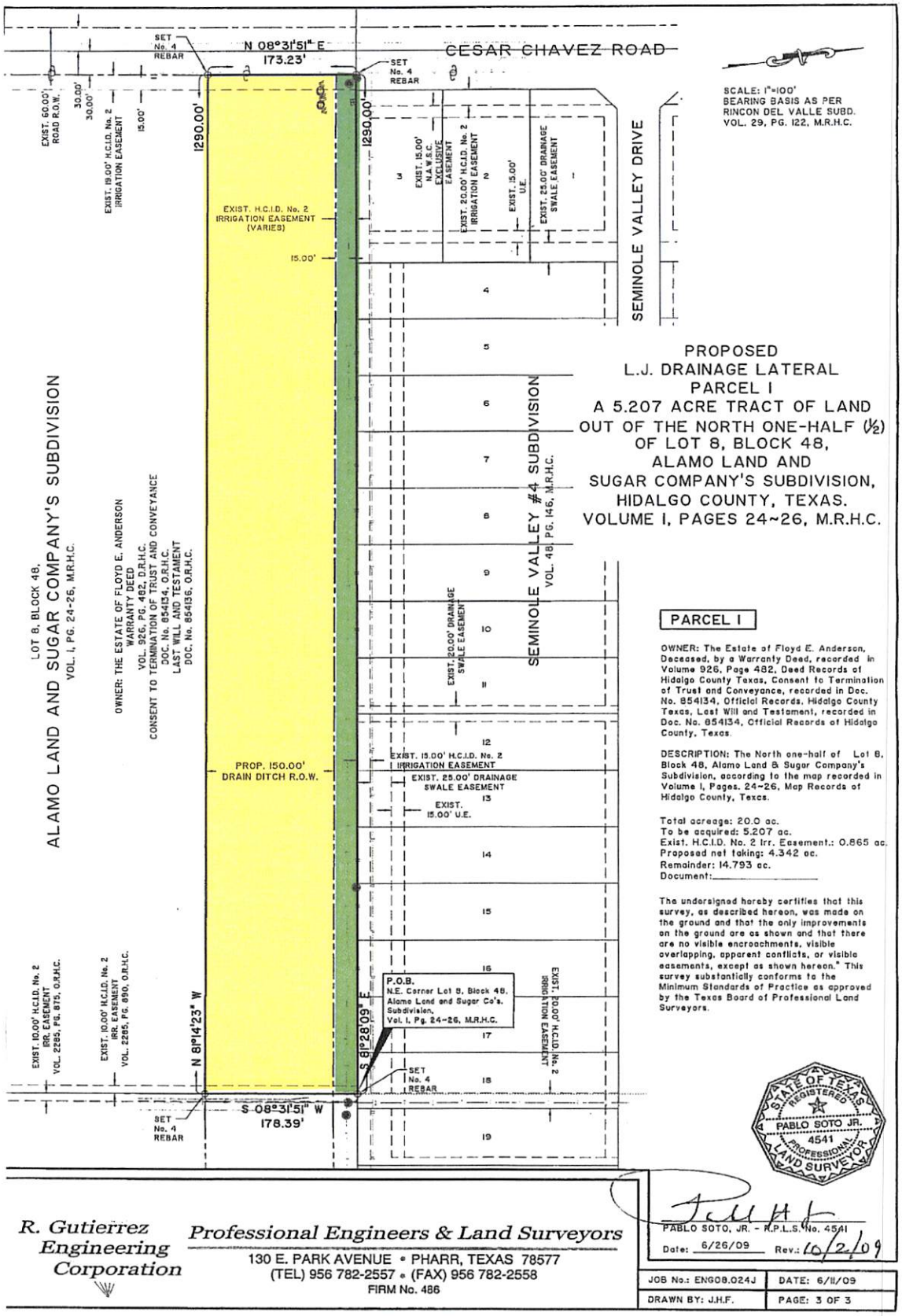
Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE**, North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

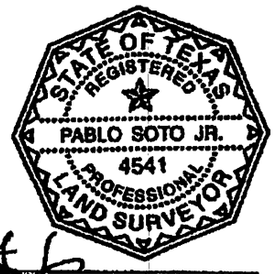
SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



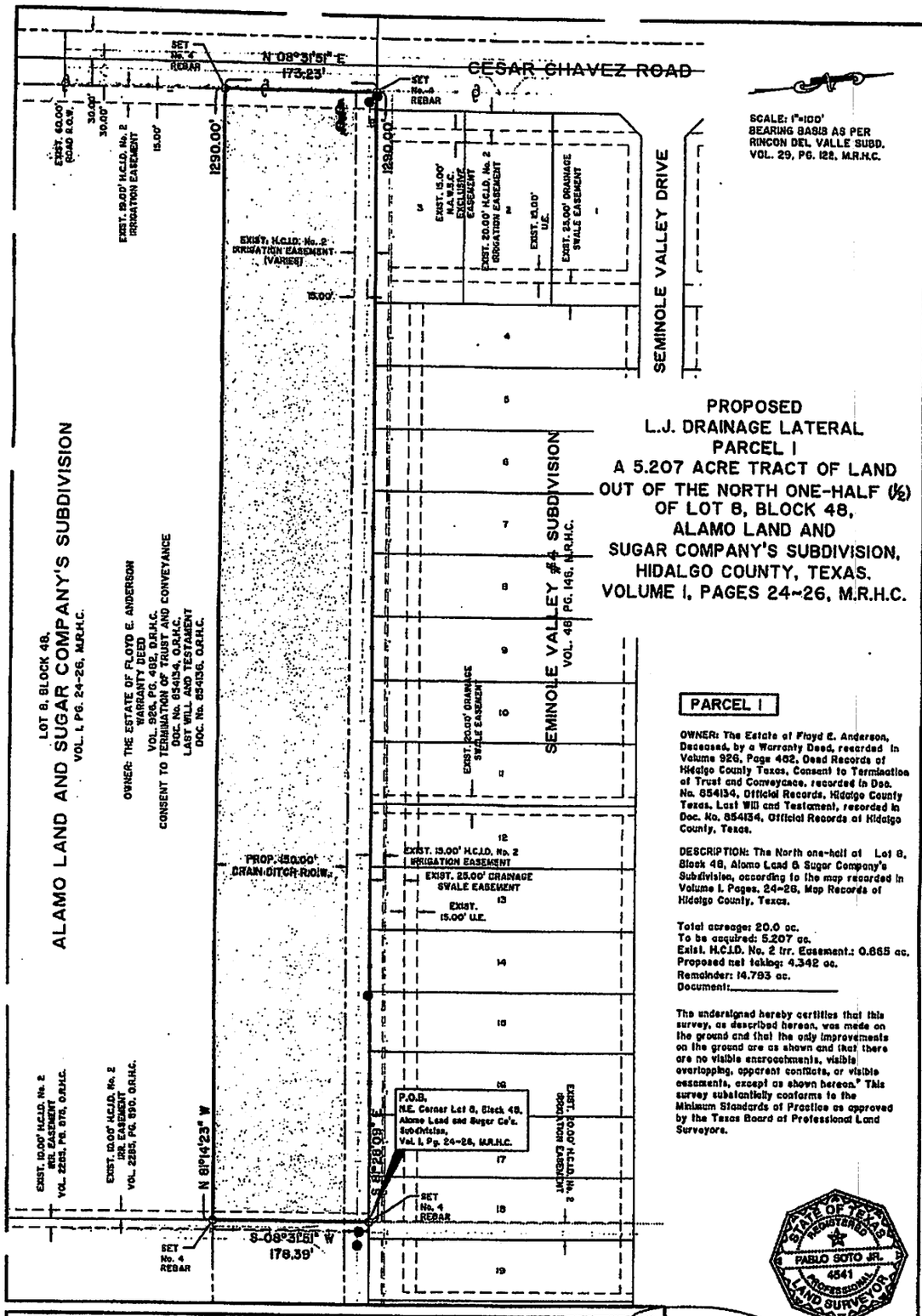
Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



SCALE: 1"=100'
BEARING BASIS AS PER RINCON DEL VALLE SUBD. VOL. 29, PG. 122, M.R.H.C.

PROPOSED L.J. DRAINAGE LATERAL PARCEL I

A 5.207 ACRE TRACT OF LAND OUT OF THE NORTH ONE-HALF (½) OF LOT 8, BLOCK 48, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS. VOLUME 1, PAGES 24-26, M.R.H.C.

PARCEL I

OWNER: The Estate of Floyd E. Anderson, Deceased, by a Warranty Deed, recorded in Volume 926, Page 462, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 854134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 854134, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages, 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 Irr. Easement.: 0.865 ac.
Proposed net taking: 4.342 ac.
Remainder: 14.793 ac.
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev.: 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

JOB No.: ENG08.024J	DATE: 6/11/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

L. G. "JERRY" CANALES

ATTORNEY AT LAW
6013 N. 10th Street, McAllen, Texas 78504
(956) 687-7763

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

GRANTOR:

MARILYN ELAINE ANDERSON

ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased

MILDRED ANDERSON SHEETS

THOMAS BARR SHEETS

GRANTEE:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

Date: February 10, 2017
GF#120374

NO PRORATION AGREEMENT

WHEREAS, **MARILYN ELAINE ANDERSON; ROBERTO K. ANDERSON AKA ROBERT KEMMY ANDERSON, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF JOSEPHINE K. ANDERSON AKA JOSEPHINE KEMMY ANDERSON, DECEASED; AND MILDRED ANDERSON SHEETS AND HUSBAND, THOMAS BARR SHEETS**, hereinafter referred to as **SELLER** has this day sold to **THE COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as **PURCHASER**, the following described property, to-wit:

A 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SELLER and **PURCHASER** acknowledge that taxes will not be prorated through the date of closing and **SELLER** shall be fully and solely responsible for taxes for the year **2017** through the date of closing.

EXECUTED at Edinburg, Texas, this 10th day of February, 2017.

SELLER:

MARILYN ELAINE ANDERSON

ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased

MILDRED ANDERSON SHEETS

THOMAS BARR SHEETS

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

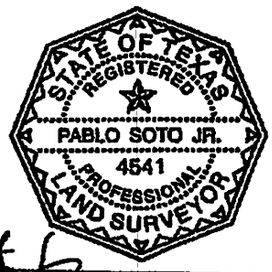
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE**, North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

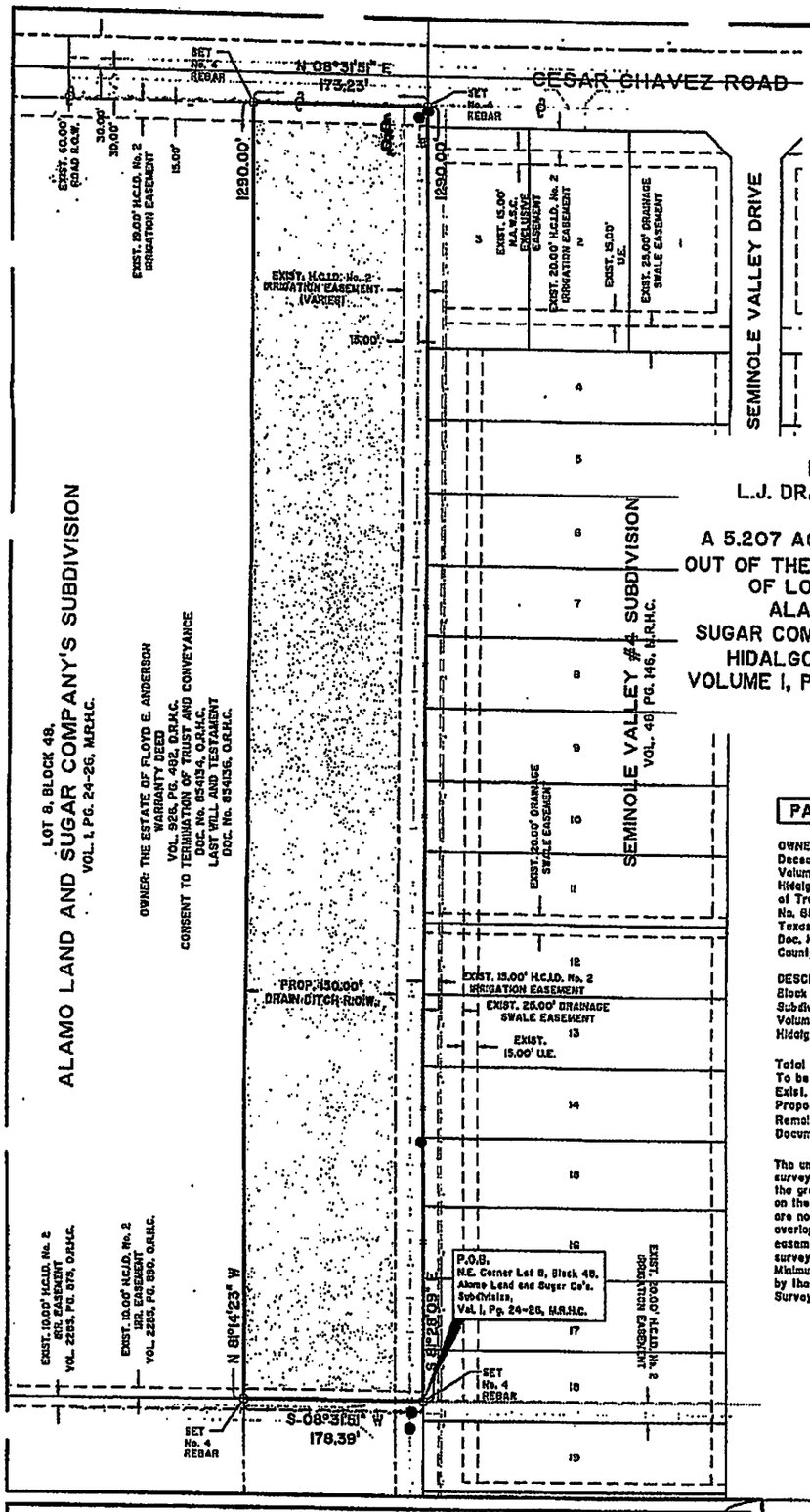
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



SCALE: 1"=100'
BEARING BASIS AS PER RINCON DEL VALLE SUBD. VOL. 29, PG. 122, M.R.H.C.

PROPOSED L.J. DRAINAGE LATERAL PARCEL I A 5.207 ACRE TRACT OF LAND OUT OF THE NORTH ONE-HALF (½) OF LOT 8, BLOCK 48, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS. VOLUME I, PAGES 24-26, M.R.H.C.

PARCEL I

OWNER: The Estate of Floyd E. Anderson, Deceased, by a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 854134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 854134, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume I, Pages, 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 Irr. Easement.: 0.865 ac.
Proposed net taking: 4.342 ac.
Remainder: 14.793 ac.
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev.: 10/2/09

JOB No.: ENG08.024J	DATE: 6/11/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **120374**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **ALLIANT NATIONAL TITLE INSURANCE CO.**

Gentlemen:

I/We, **THE COUNTY OF HIDALGO, TEXS,** has this day purchased from **MARILYN ELAINE ANDERSON; ROBERTO K. ANDERSON AKA ROBERT KEMMY ANDERSON, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF JOSEPHINE K. ANDERSON AKA JOSEPHINE KEMMY ANDERSON, DECEASED; AND MILDRED ANDERSON SHEETS AND HUSBAND, THOMAS BARR SHEETS,** the following described property in Hidalgo County, Texas, to-wit:

A 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on _____, 2017.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

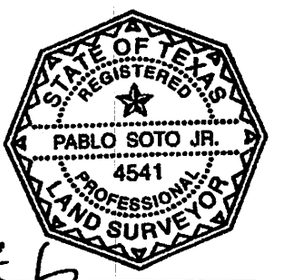
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

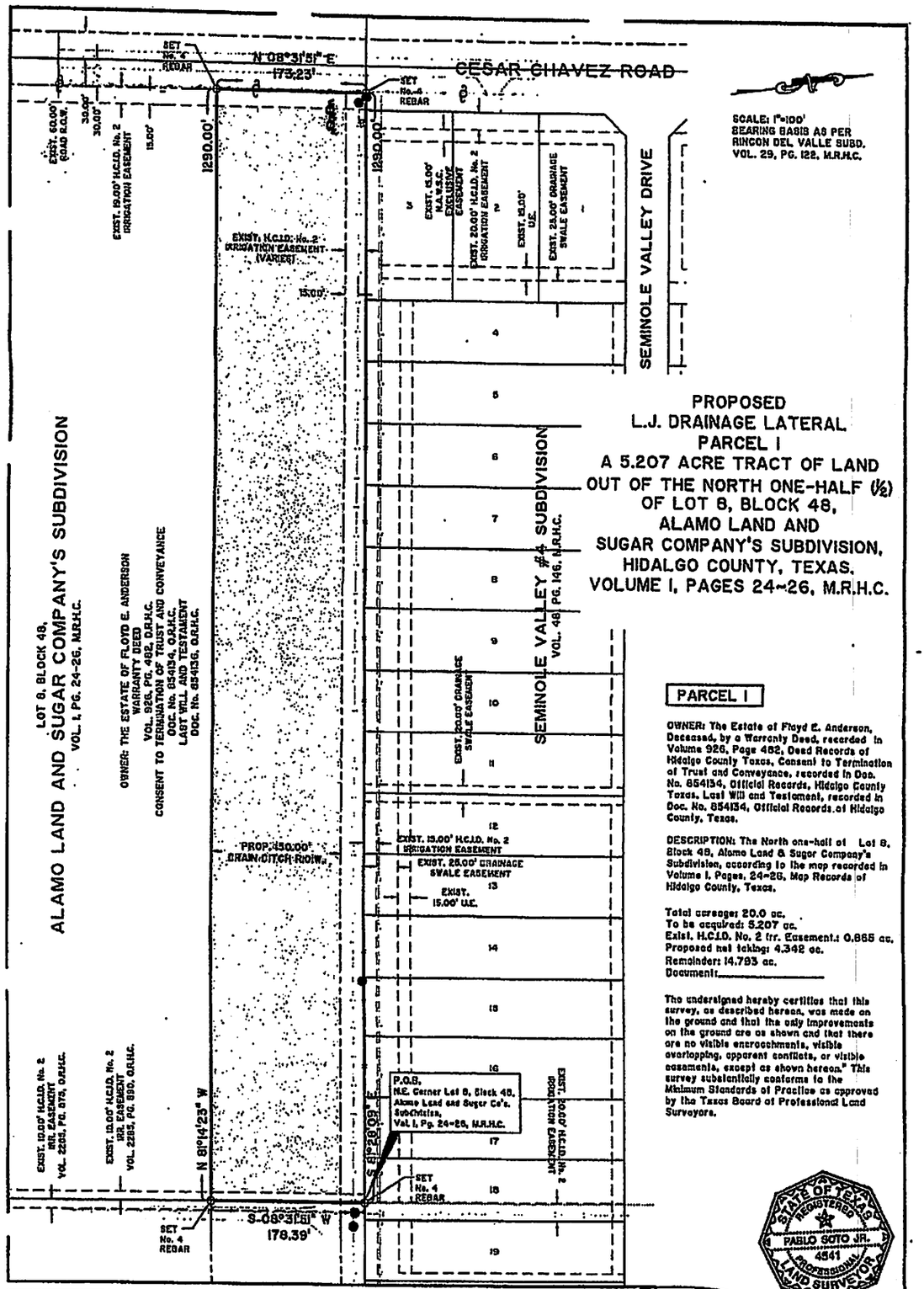
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



PROPOSED L.J. DRAINAGE LATERAL PARCEL I

A 5.207 ACRE TRACT OF LAND OUT OF THE NORTH ONE-HALF (½) OF LOT 8, BLOCK 48, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, VOLUME 1, PAGES 24-26, M.R.H.C.

PARCEL I

OWNER: The Estate of Floyd E. Anderson, Deceased, by a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 654134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 654136, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages, 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 irr. Easement.: 0.865 ac.
Proposed net taking: 4.342 ac.
Remainder: 14.793 ac.
Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev.: 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

JOB No.: ENG08.024J	DATE: 6/11/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

NOTIFICATION OF TAXING AUTHORITIES

GF#120374

RE: A 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on _____, 2017.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

Dated: February 10, 2017

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

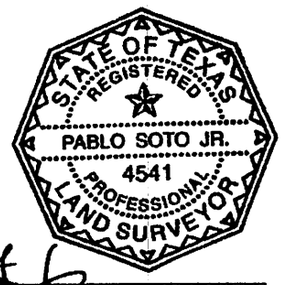
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

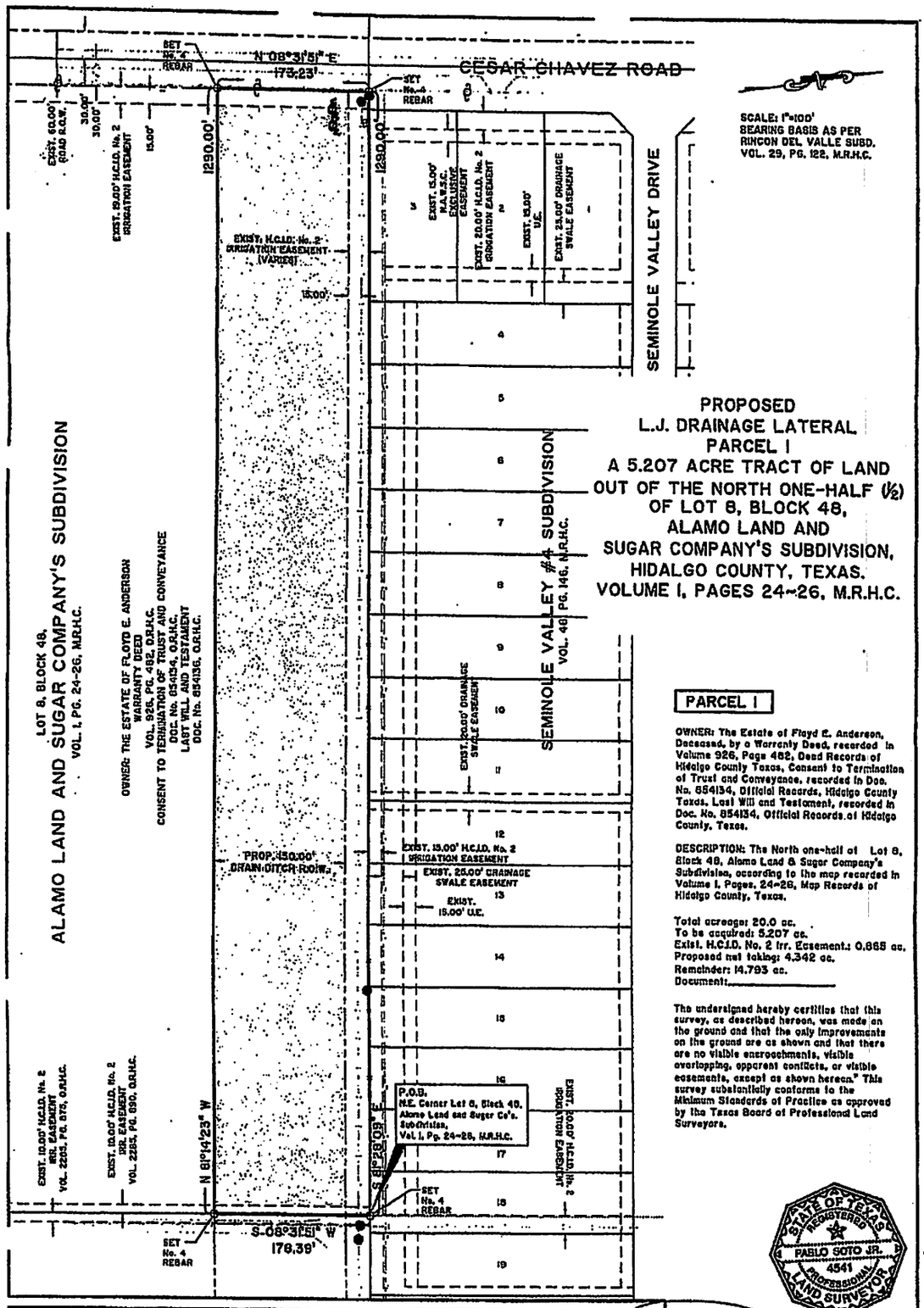
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



PARCEL I

OWNER: The Estate of *Floyd E. Anderson*, Deceased, by a Warranty Deed, recorded in Volume 926, Page 462, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 854134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 854136, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages, 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 Irr. Easement: 0.865 ac.
Proposed net taking: 4.342 ac.
Remainder: 14.793 ac.
Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev.: 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

JOB No.: ENG08.024J	DATE: 6/11/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

COPY

Charge to VLTC
GF#120374/SV

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

Parcel: # 1

RIGHT OF WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, MARILYN ELAINE ANDERSON, a single person, 6168 Sylvia Avenue, Tarzana, in the State of California 91335; ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, a single person, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased, 6168 Sylvia Avenue, Tarzana, in the State of California 91335; and MILDRED ANDERSON SHEETS AND HUSBAND, THOMAS BARR SHEETS, 24723 Calvert Street, Woodland Hills, in the State of California 91367, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto The County of Hidalgo, Texas, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. Visible and apparent easements not appearing of record;
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
3. Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

SAVE AND EXCEPT:
Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein

conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of February, 2017.

Marilyn Elaine Anderson

MARILYN ELAINE ANDERSON

Robert K. Anderson

ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased

Mildred Anderson Sheets

MILDRED ANDERSON SHEETS

Thomas Barr Sheets

THOMAS BARR SHEETS

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, 2017 by MARILYN ELAINE ANDERSON.

CONNOR J. MCMAHON NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 24, 2020 COMM. #2157880 LOS ANGELES COUNTY, CA CSP11

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, 2017 by **ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, a single person, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased.**

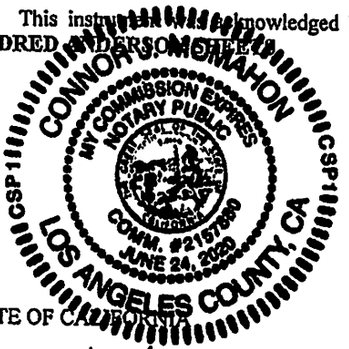
CONNOR J. MCMAHON NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 24, 2020 COMM. #2157880 LOS ANGELES COUNTY, CA CSP11

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, ~~2015~~ by MILDRED ANDERSON MOFFETT.



NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, ~~2015~~ by THOMAS BARRIENTOS.



NOTARY PUBLIC, STATE OF CALIFORNIA

AFTER RECORDING, RETURN TO :
THE COUNTY OF HIDALGO, TEXAS
1902 Joe Stephens Avenue
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
6013 N. 10th Street
McAllen, Texas 78594
File No. 120374

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

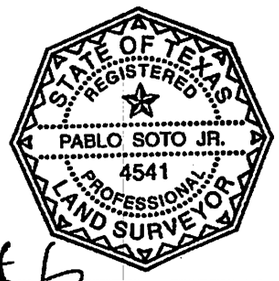
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

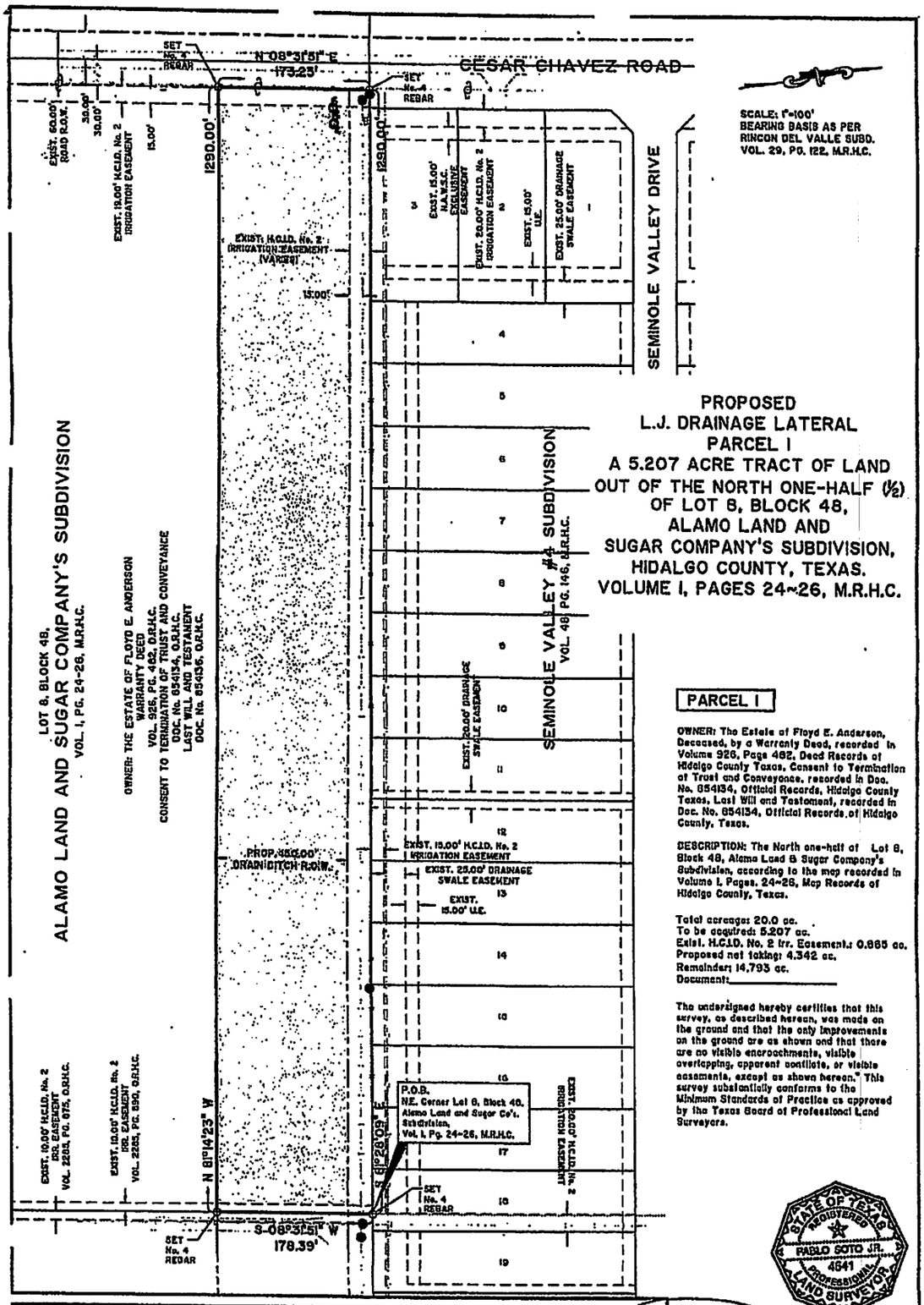
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09



PROPOSED L.J. DRAINAGE LATERAL PARCEL I

A 5.207 ACRE TRACT OF LAND OUT OF THE NORTH ONE-HALF (½) OF LOT 8, BLOCK 48, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS. VOLUME 1, PAGES 24-26, M.R.H.C.

PARCEL I

OWNER: The Estate of Floyd E. Anderson, Deceased, by a Warranty Deed, recorded in Volume 926, Page 462, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 654134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 654134, Official Records of Hidalgo County, Texas.

DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages, 24-26, Map Records of Hidalgo County, Texas.

Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 Irr. Easement.: 0.865 ac.
Proposed net taking: 4.342 ac.
Remainder: 14.793 ac.
Document:

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4641 PROFESSIONAL LAND SURVEYOR

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488

PABLO SOTO, JR. - R.P.L.S. No. 4641
Date: 6/26/09 Rev.: 10/2/09

JOB No.: ENG08.024J	DATE: 6/11/08
DRAWN BY: J.H.F.	PAGE: 3 OF 3

AI-59091 **Precinct #2** **19. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

1. Approval and acceptance for Commissioner Precinct No. 2, Eduardo Cantu, to sign the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) from Texas Commission on Environmental Quality(TCEQ) for the Regional Linear Park Project.
2. Requesting approval of payment in the amount of $325.00 to TCEQ for the application fee and authority for the County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1350-452-00-122-110-0-740

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

BUDGETARY IMPACT:

Funding available through PO#757993 as of 3/22/17.

Attachments

NOI Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Erika Zamora		Started On: 03/22/2017 04:27 PM
Final Approval Date: 03/31/2017		

TCEQ Office Use Only
Permit No.:
RN:
CN:
Region:

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain you filled out all required information. Incomplete applications **WILL** delay approval or result in denial.
- Once processed your permit can be viewed at: http://www.tceq.texas.gov/goto/wq-dpa

ePERMITS: Sign up now for online NOI: https://www3.tceq.texas.gov/steers/
Pay a $225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to http://www.tceq.texas.gov/goto/epay
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

☐ Mailed Check/Money Order Number: _____
Name Printed on Check: _____
Copy of check enclosed? ☐ Yes

☐ EPAY Voucher Number: _____
Is the Payment Voucher copy attached? ☐ Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

☐ Yes The Permit number is: TXR15_____
(If a permit number is not provided, a new number will be assigned.)
☑ No

1) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:
http://www.tceq.texas.gov/goto/cr-customer

CN 600753990

b) What is the Legal Name of the entity (applicant) applying for this permit?
Hidalgo County

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the contact information for the Operator (Responsible Authority)? The mailing address must be recognized by the US Postal Service (USPS). You may verify the address at: https://tools.usps.com/go/ZipLookupAction!input.action

Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Eduardo Cantu Suffix:
Title: Hidalgo County Pct. 2 Commissioner Credential:
Phone Number: (956) 787-1891 Ext: Fax Number: (956) 787-4683
E-mail: erika.zamora@co.hidalgo.tx.us
Mailing Address: 300 W. Hall Acres, Suite G
Internal Routing (Mail Code, Etc.):
City: Pharr State: Texas ZIP Code: 78577
If outside USA:
Territory: Country Code: Postal Code:

d) Indicate the type of Customer (The instructions will help determine your customer type):

☐ Individual	☐ Limited Partnership	☐ Sole Proprietorship-DBA
☐ Joint Venture	☐ General Partnership	☐ Corporation
☐ Trust	☐ Estate	☐ Federal Government
☐ State Government	☑ County Government	☐ City Government
☐ Other Government		

e) Independent Operator? (If governmental entity, subsidiary, or part of a larger corporation, check "No".)
☐ Yes ☑ No

f) Number of Employees:
☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☑ 501 or higher

g) Customer Business Tax and Filing Numbers:
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)
State Franchise Tax ID Number:
Federal Tax ID:
Texas Secretary of State Charter (filing) Number:
DUNS Number (if known):

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3).

☑ No, complete section below

Prefix (Mr. Ms. Miss): Miss
First/Last Name: Corina Argullin Suffix:
Title: Environmental Specialist Credential:
Organization Name: L&G Engineering
Phone Number: (956) 565-9813 Ext: Fax Number: (956) 565-9018
E-mail: cargullin@lgengineers.com
Mailing Address: 2100 W. Expressway 83
Internal Routing (Mail Code, Etc.):
City: Mercedes State: Texas ZIP Code: 78570
Mailing Information if outside USA:
Territory: Country Code: Postal Code:

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:
http://www.tceq.texas.gov/goto/cr-searchrn

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN

b) Name of project or site (the name known by the community where located):
Hidalgo County Regional Linear Park Project

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):

Construction of a hike and bike trail on new location.

d) County (or counties if > 1)

Hidalgo County

e) Latitude: 26.181618 Longitude: -98.161678

f) Does the site have a physical address?

☐ Yes, complete Section A for a physical address.

☑ No, complete section B for site location information.

Section A: Enter the physical address for the site.
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:
Street Number: Street Name: No Address
City: State: Texas ZIP Code:

Section B: Enter the site location information.
If no physical address (Street Number & Street Name), provide a written location access description to the site. (Example: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

From South San Antonio Avenue in Pharr, Texas west to Ridge Road in San Juan, Texas.

City where the site is located or, if not in a city, what is the nearest city:
Pharr & San Juan

State: Texas ZIP Code where the site is located: 78577

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

☐ Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

☑ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

☑ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?
Primary SIC Code: 1611

d) If applicable, what is the Secondary SIC Code(s):

e) What is the total number of acres disturbed? 3.0 acres

f) Is the project site part of a larger common plan of development or sale?

☑ Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

☐ No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?

Hidalgo County Drainage District #1-PSJA Lateral Drain

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?

2202

i) Is the discharge into an MS4?

☑ Yes - If the answer is Yes, provide the name of the MS4 operator below.
Hidalgo County

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

☐ No

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

☑ Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.
Arroyo Colorado Above Tidal

☐ No

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

☐ Yes - If the answer is Yes, complete certification below by checking "Yes."

☑ No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

☐ Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to ***ALL*** items may result in denial of coverage under the general permit.

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☑ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☑ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☑ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. ☑ Yes

Operator Certification:

I, Eduardo Cantu (Typed or printed name) Commissioner (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ *(Use blue ink)* Date: 3-13-17

NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

- ☐ Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- ☐ Check number and name on check is provided in this application.

If using ePay:

- ☐ The voucher number is provided in this application or a copy of the voucher is attached.

PERMIT NUMBER:

- ☐ Permit number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

- ☑ Customer Number (CN) issued by TCEQ Central Registry
- ☑ Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- ☑ Name and title of responsible authority signing the application
- ☑ Mailing address is complete & verifiable with USPS. www.usps.com
- ☑ Phone numbers/e-mail address
- ☑ Type of operator (entity type)
- ☑ Independent operator
- ☑ Number of employees
- ☑ For corporations or limited partnerships – Tax ID and SOS filing numbers
- ☑ Application contact and address is complete & verifiable with USPS. http://www.usps.com

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- ☐ Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)
- ☑ Site/project name/regulated entity
- ☑ Latitude and longitude http://www.tceq.texas.gov/gis/sqmaview.html
- ☑ County
- ☑ Site/project physical address. Do not use a rural route or post office box.
- ☑ Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

- ☑ Indian Country Lands –the facility is not on Indian Country Lands
- ☑ Construction activity related to facility associated to oil, gas, or geothermal resources
- ☑ Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- ☑ Acres disturbed is provided and qualifies for coverage through a NOI
- ☑ Common plan of development or sale
- ☑ Receiving water body(s)
- ☑ Segment number(s)
- ☑ Impaired water body(s)
- ☑ MS4 operator
- ☑ Edwards Aquifer rule

CERTIFICATION

- ☑ Certification statements have been checked indicating "Yes"
- ☑ Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL
Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on Environmental Quality
Stormwater Processing Center (MC-228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Application – status and form questions:	512/239-3700, swpermit@tceq.texas.gov
Technical questions:	512/239-4671, swgp@tceq.texas.gov
Environmental Law Division:	512/239-0600
Records Management - obtain copies of forms:	512/239-0900
Reports from databases (as available):	512/239-DATA (3282)
Cashier's office:	512/239-0357 or 512/239-0187

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.

2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.
   -or-
   Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site http://www.tceq.texas.gov. Search using key word TXR150000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site http://www.tceq.texas.gov.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at http://www15.tceq.texas.gov/crpub/. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Program ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Fees associated with a General Permit

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Application Fee: This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

Mailed Payments:

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

BY REGULAR U.S. MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

ePAY Electronic Payment: http://www.tceq.texas.gov/epay

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

1. Operator (Applicant)

a) Enter assigned Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**
If this customer has not been assigned a CN, leave the space for the CN blank.
If this customer has already been assigned this number, enter the permittee's CN.

b) Legal Name

Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

c) Operator Contact's (Responsible Authority) Contact Information and Mailing Address

Provide the first and last name, and the title of the person signing the Certification section of the application. This person must be an individual having signatory authority in accordance with 30 TAC Chapter §305.44. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at https://tools.usps.com/go/ZipLookupAction!input.action for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Sole Proprietorship – DBA

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

Corporation

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State
- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)
The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the

applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Other Government

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

e) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

f) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

g) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

2. APPLICATION CONTACT

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Reference Number (RN)

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www.tceq.texas.gov/goto/cr-searchrn

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Site/Project Name/Regulated Entity
Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated
In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County
Identify the county or counties in which the regulated entity is located.

e) Latitude and Longitude
Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:
http://www.tceq.texas.gov/gis/sqmaview.html or http://nationalmap.gov/ustopo

f) Site/Project (RE) Physical Address/Location Information
Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane."
Provide the city (or nearest city) and zip code of the facility location.

4. GENERAL CHARACTERISTICS

a) Indian Country Lands
If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:
http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

c) Primary Standard Industrial Classification (SIC) Code

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses

- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:
http://www.osha.gov/pls/imis/sicsearch.html

d) Secondary SIC Code
Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to: http://www.osha.gov/pls/imis/sicsearch.html

e) Total Number of Acres Disturbed
Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at swgp@tceq.texas.gov.

f) Common Plan of Development
Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:
www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage at:
www.tceq.texas.gov/goto/construction and search for "Additional Guidance and Quick Links". If you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

g) Identify the water body(s) receiving stormwater runoff
The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

h) Identify the segment number(s) of the classified water body(s)
Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: www.tceq.texas.gov/waterquality/monitoring/viewer.html

You may also find the segment number in TCEQ publication GI-316:
www.tceq.texas.gov/publications/gi/gi-316

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

i) Discharge into MS4 – Identify the MS4 Operator
The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)
Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at:
www.tceq.texas.gov/waterquality/assessment/305_303.html

NOTE: Do not use any "draft" documents.

k) Discharges to the Edwards Aquifer Recharge Zone and Certification
See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at:
www.tceq.texas.gov/field/eapp/viewer.html

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

5. CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: www.tceq.texas.gov/goto/construction

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

c) Understanding of Notice of Termination

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

d) Certification of Stormwater Pollution Prevention Plan

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

Operator Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:
The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

30 Texas Administrative Code
§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality
General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA General Permit: TXR150000

1. Check / Money Order Number:
2. Amount of Check/Money Order:
3. Date of Check or Money Order:
4. Name on Check or Money Order:
5. NOI INFORMATION

   If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

   See Attached List of Sites (If more space is needed, you may attach a list.)

   Project/Site (RE) Name:

   Project/Site (RE) Physical Address:

Staple Check in This Space

AI-59122 **Precinct #4** **20. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of Agreement between Hidalgo County and North Alamo Water Supply Corporation for the overlay of streets in Alberta Acres and Tower Road Estates Subdivisions

BACKGROUND

NAWS is installing sanitary sewer system in each subdivision; County on receipt of funds ($22,600.00) shall overlay roads in subdivision following the installation of sanitary sewer system.

Recorded subdivisions named Alberta Acres located off of Alberta Road and Tower Road Estates located off of Tower Road (collectively the "Subdivisions");

Fiscal Impact

FISCAL YEAR: n/a **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Agreement

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/27/2017 11:37 AM
Linda Flores	Linda Flores	03/27/2017 01:25 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Monica Badillo Started On: 03/27/2017 08:48 AM
Final Approval Date: 03/31/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
BETWEEN HIDALGO COUNTY
AND NORTH ALAMO WATER SUPPLY CORPORATION

THIS Agreement is made on this the__ day of _____, 2017, by and between **HIDALGO COUNTY,** hereinafter referred to as "County", and **NORTH ALAMO WATER SUPPLY CORPORATION,** hereinafter referred to as "Corporation," pursuant to the provisions of the Texas Water Code sections 49.227 and 67.010, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Corporation is a water supply corporation;

WHEREAS, there is a recorded subdivision named Alberta Acres located off of Alberta Road and a recorded subdivision named Tower Road Estates located off of Tower Road (collectively the Subdivisions");

WHEREAS, Corporation is installing a sanitary sewer system in each of the Subdivisions;

WHEREAS, County on receipt of funds from Corporation shall overlay the roads in the Subdivisions following the installation of the Corporation's sanitary sewer system;

WHEREAS, County agrees it is in its best interest to provide such overlay of the roads in such Subdivisions, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Texas Water Code sections 49.227 and 67.010 which authorizes water supply corporations to contract with a political subdivision to perform construction of improvements under the terms of the Water Code; and

WHEREAS, Corporation and County are agreeable to these terms herein.

NOW, THEREFORE, County and Corporation in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Within 10 days following execution of this Agreement, Corporation agrees to pay to County the sum of Twenty-Two Thousand, Six Hundred and no/100ths Dollars ($22,600.00) to overlay the roads in the Subdivisions.

2. County, in consideration of the payment by Corporation of Twenty-Two Thousand, Six Hundred and no/100ths Dollars ($22,600.00), agrees to overlay all roads in the Subdivisions according to County overlay specifications within 90 days following execution of Agreement.

3. County agrees to complete the overlay work within 60 days starting such Subdivision work.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

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

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

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage

prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78540-0758
If to Corporation:	North Alamo Water Supply Corporation Attention: Steven P. Sanchez 420 S. Doolittle Road Edinburg, Texas 78542-9707
With copies to:	David L. Fuentes, Commissioner, Precinct No.1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78599
	Joseph Palacios, Commissioner Pct. #4 1051 N. Doolittle Road Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **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.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

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

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

15. **Authority to Execute.** The execution and performance of this Agreement by

County and the Corporation have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Corporation and the County in accordance with its terms.

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

17. **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.

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____
Steven P. Sanchez
General Manager

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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

Fwd: Legal Approval for PCT 4

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Mon, Mar 27, 2017 07:41 AM
Subject : Fwd: Legal Approval for PCT 4
To : monica badillo <monica.badillo@co.hidalgo.tx.us>
Cc : steven cruz <steven.cruz@co.hidalgo.tx.us>

Legal' approval for agreement

Sent from my iPhone

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: March 27, 2017 at 7:39:47 AM CDT
To: "'Maria Lucio'" <maria.lucio@co.hidalgo.tx.us>
Subject: RE: Legal Approval for PCT 4

The agreement is OK.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, March 27, 2017 7:32 AM
To: scrain@atlashall.com
Cc: steven cruz <steven.cruz@co.hidalgo.tx.us>
Subject: Legal Approval for PCT 4

Good Morning Mr. Crain,

Can we please get your approval on the following agreement so that it can be on the next agenda, thank you!

Sent from my iPhone

Begin forwarded message:

From: PCT4Admin@co.hidalgo.tx.us
Date: March 24, 2017 at 5:01:52 PM CDT
To: "Maria" <maria.lucio@co.hidalgo.tx.us>
Subject: Message from "RNP0026739EDEC6"

This E-mail was sent from "RNP0026739EDEC6" (MP C5503).

Scan Date: 03.24.2017 17:01:52 (-0500)
Queries to: PCT4Admin@co.hidalgo.tx.us

AI-59229 **Budget and Management** **21. A.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to partner with the Valley Proud Environmental Council and waive sanitation permit requirements April 10th thru the 15th at designated citizen collection stations for the Annual Texas Country Cleanup event.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 04:11 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Gabriela Garza		Started On: 03/31/2017 04:06 PM
Final Approval Date: 03/31/2017		

AI-59172 **Budget and Management** **21. B.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver DSRIP (1100):
Approval to designate the amount of $500,000.00 in the year 2016 for expenditures related to the 1115 Waiver Program.

BACKGROUND

To reimburse $500,000.00 for 2014 transfer out of account for FEMA use (AI-48674)

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/30/2017 08:08 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Merlen P. Munoz Started On: 03/29/2017 04:42 PM

Final Approval Date: 03/31/2017

AI-59148 **Budget and Management** **21. C. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Special Revenue & Internal Service Funds:
Approval of 2017 appropriation of funds to fund various PO rollovers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** Y

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

BUDGETARY IMPACT:

Funds appropriated from unassigned fund balance for each respective fund.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/28/2017 03:44 PM
Merlen P. Munoz	Merlen P. Munoz	03/31/2017 11:32 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Debbie Tamez Started On: 03/28/2017 03:34 PM

Final Approval Date: 03/31/2017

DATE: MARCH 23, 2017

DEPARTMENT HEAD: VARIOUS

DEPARTMENT NAME: VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

PREPARED BY: MILLY RODRIGUEZ

SUBJECT: ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

	ACCOUNT	ACCOUNT NAME	FUND	AMOUNT
7-	1200-431-00-121-005-0-430	PCT1 RD MAINT-REPAIR & MAINT SRV	1200	698.80
7-	1200-431-00-121-005-0-610	PCT1 RD MAINT-GENERAL SUPPLIES	1200	65,132.39
7-	1200-431-00-121-005-0-623	PCT1 RD MAINT-BOTTLED GAS	1200	157.76
7-	1200-431-00-121-220-0-721	PCT1 DELTA WEST SUBD-ROADS	1200	3,852.50
7-	1200-431-00-122-004-0-610	CW MECH SHOP-GENERAL SUPPLIES	1200	441.29
7-	1200-431-00-122-004-0-623	CW MECH SHOP-BOTTLED GAS	1200	127.50
7-	1200-431-00-122-005-0-532	PCT2 ADM-WIRELESS DEVICES	1200	2,977.54
7-	1200-431-00-122-005-0-610	PCT2 ADM-GENERAL SUPPLIES	1200	418.67
7-	1200-431-00-122-005-0-640	PCT2 ADM-REFERENCE MATERIALS	1200	574.98
7-	1200-431-00-122-005-0-660	PCT2 ADM-FURN & EQUIP CNTRLD	1200	1,749.95
7-	1200-431-00-122-005-0-761	PCT2 ADM-SOFTWARE	1200	2,024.01
7-	1200-431-00-122-006-0-339	PCT2 RD MAINT-OTHER PROF SRV	1200	20,363.00
7-	1200-431-00-122-006-0-430	PCT2 RD MAINT-REPAIR & MAINT SRV	1200	7,824.52
7-	1200-431-00-122-006-0-610	PCT2 RD MAINT-GENERAL SUPPLIES	1200	16,197.16
7-	1200-431-00-122-006-0-623	PCT2 RD MAINT-BOTTLED GAS	1200	1,358.82
7-	1200-431-00-122-035-0-721	PCT2 ICA HIDALGO (VAL-MEX DR)-ROAD!	1200	559.00
7-	1200-431-00-122-035-0-841	PCT2 ICA HIDALGO (VAL-MEX DR)-AID G(	1200	4,441.00
7-	1200-431-00-122-063-0-721	PCT2 BORDER RD(RIDGE-EL GATO)-ROAL	1200	8,686.50
7-	1200-431-00-122-066-0-721	PCT2 RANCHO BLANCO(TOWER-BORDEF	1200	7,790.25
7-	1200-431-00-122-086-0-721	PCT2 RANCHO BLANCO(¼M E ALAMO-T(	1200	6,341.50
7-	1200-431-00-122-102-0-610	PCT2 MOONLIGHT AVE.-GENERAL SUPPL	1200	516.78
7-	1200-431-00-122-102-0-721	PCT2 MOONLIGHT AVE-ROADS	1200	3,060.15
7-	1200-431-00-122-104-0-841	PCT2 ICA SJ MOORE (1260LF E I RD)-AID	1200	5,945.25
7-	1200-431-00-122-105-0-841	PCT2 ICA SJ C.CHVZ (1280LF N 495)-AID	1200	5,945.25
7-	1200-431-00-122-106-0-841	PCT2 ICA SJ SIOUX (7580LF E I RD)-AID	1200	27,608.00
7-	1200-431-00-122-107-0-841	PCT2 ICA SJ ELDORA (7580LF E I RD)-AID	1200	18,303.61
7-	1200-431-00-122-108-0-841	PCT2 ICA SJ NOLANA (R LNGRA-C CHVZ)-	1200	47,973.00
7-	1200-431-00-122-111-0-841	PCT2 ICA PHARR OWASSA(JKSN-SUGAR)-,	1200	243.75
7-	1200-431-00-122-117-0-721	PCT2 C.CHVZ (BUS83-NOLANA LOOP)-RC	1200	97,156.74
7-	1200-431-00-122-117-0-841	PCT2 C.CHVZ (BUS83-NOLANA LOOP)-AII	1200	276,523.00
7-	1200-431-00-122-124-0-610	PCT2 ICA PHR RIDGE RD(STWRT-C.CHVEZ	1200	8,857.21
7-	1200-431-00-122-124-0-841	PCT2 ICA PHR RIDGE RD(STWRT-C.CHVEZ	1200	5,201.86
7-	1200-431-00-122-127-0-721	PCT2 PLENA VISTA SUBDIVISION PRJ-ROA	1200	30,425.00
7-	1200-431-00-122-128-0-841	PCT2 ICA SJ SAN ANTONIO RD-AID TO G(	1200	22,610.92
7-	1200-431-00-122-129-0-841	PCT2 ICA SJ CESAR CHAVEZ RD-AID TO G	1200	8,173.05
7-	1200-431-00-122-130-0-710	PCT2-RANCHO BLANCO RD PRJ(JCKSN)-L	1200	7.50
7-	1200-431-00-122-130-0-721	PCT2-RANCHO BLANCO RD PRJ(JCKSN)-R	1200	9,361.14
7-	1200-431-00-122-130-0-841	PCT2-RANCHO BLANCO RD PRJ(JCKSN)-A	1200	2,129.06
7-	1200-431-00-122-131-0-841	PCT2-ICA SJ SAM HOUSTON(STWRT-C.CH'	1200	10,860.60
7-	1200-431-00-122-132-0-721	PCT2-SIOUX RD(C.CHVZ-ALAMO)-ROADS	1200	5,546.75
7-	1200-431-00-122-163-0-721	PCT2 OWASSA RD(RAUL LONGORIA-ALA.	1200	7,263.29
7-	1200-431-00-122-163-0-841	PCT2 OWASSA RD(RAUL LONGORIA-ALA.	1200	12,367.23
7-	1200-431-00-123-005-0-339	PCT3 RD MAINT-OTHER PROF SRV	1200	4,884.23

	ACCOUNT	ACCOUNT NAME	FUND	AMOUNT
7-	1200-431-00-123-005-0-430	PCT3 RD MAINT-REPAIR & MAINT SRV	1200	3,286.20
7-	1200-431-00-123-005-0-442	PCT3 RD MAINT-EQUIP & VEHICLE RENT	1200	378.30
7-	1200-431-00-123-005-0-605	PCT3 RD MAINT-CLOTHING & UNIFORMS	1200	173.75
7-	1200-431-00-123-005-0-610	PCT3 RD MAINT-GENERAL SUPPLIES	1200	7,694.84
7-	1200-431-00-123-005-0-623	PCT3 RD MAINT-BOTTLED GAS	1200	390.40
7-	1200-431-00-123-005-0-710	PCT3 RD MAINT-LAND	1200	400.00
7-	1200-431-00-123-005-0-721	PCT3 RD MAINT-ROADS	1200	96,623.34
7-	1200-431-00-123-005-0-890	PCT3 RD MAINT-OTHER	1200	200.00
7-	1200-431-00-123-094-0-721	PCT3 MILE 2N (MOOREFIELD-LA HOMA)-I	1200	1,440.00
7-	1200-431-00-123-107-0-841	PCT3 VETERANS BLVD (SH495)-AID	1200	154,346.27
7-	1200-431-00-123-118-0-721	PCT3 ABRAM RD (SH495-MILE 2 RD)-ROAI	1200	11,813.90
7-	1200-431-00-123-120-0-841	PCT3 ICA PALMHURST-7 RD PRJ-AID TO G	1200	164,433.01
7-	1200-431-00-124-005-0-610	PCT4 ADM-GENERAL SUPPLIES	1200	60.00
7-	1200-431-00-124-007-0-336	PCT4 RD MAINT-COMPUTER SRV	1200	301.00
7-	1200-431-00-124-007-0-339	PCT4 RD MAINT-OTHER PROF SRV	1200	2,250.00
7-	1200-431-00-124-007-0-430	PCT4 RD MAINT-REPAIR & MAINT SRV	1200	10,884.85
7-	1200-431-00-124-007-0-441	PCT4 RD MAINT-LAND & BLDG RENT	1200	300.00
7-	1200-431-00-124-007-0-442	PCT4 RD MAINT-EQUIP & VEHICLE RENT	1200	1,221.16
7-	1200-431-00-124-007-0-532	PCT4 RD MAINT-WIRELESS DEVICES	1200	894.86
7-	1200-431-00-124-007-0-534	PCT4 RD MAINT-INTERNET	1200	6,168.75
7-	1200-431-00-124-007-0-584	PCT4 RD MAINT-REGISTRATION FEES	1200	70.00
7-	1200-431-00-124-007-0-605	PCT4 RD MAINT-CLOTHING & UNIFORMS	1200	2,464.00
7-	1200-431-00-124-007-0-610	PCT4 RD MAINT-GENERAL SUPPLIES	1200	61,723.95
7-	1200-431-00-124-007-0-660	PCT4 RD MAINT-FURN & EQUIP CNTRLD	1200	966.16
7-	1200-431-00-124-007-0-721	PCT4 RD MAINT-ROADS	1200	885.30
7-	1200-431-00-124-007-0-751	PCT4 RD MAINT-MACHINERY & EQUIPME	1200	1,265.10
7-	1200-431-00-124-125-0-412	PCT4 RESTITUTION-1124 M RD-CABLE/SA	1200	122.97
7-	1200-431-00-124-134-0-841	PCT4 ICA MCALLEN ISD PARKING LOT-AIL	1200	502.36
7-	1200-431-00-124-142-0-721	PCT4 ICA MCALLEN-RUSSELL(CANAL-WAI	1200	1,173.11
7-	1200-431-00-124-142-0-841	PCT4 ICA MCALLEN-RUSSELL(CANAL-WAI	1200	97,718.14
7-	1200-431-00-124-143-0-721	PCT4 ROOSEVELT (0.4M W VALVERDE)-R(	1200	3,275.00
7-	1200-431-00-124-158-0-841	PCT4 ICA ECISD BUS PAVING-AID	1200	40,928.86
7-	1200-431-00-124-159-0-841	PCT4 HOEHN DRAIN PRJ-AID TO GOVT	1200	38,104.39
7-	1200-431-00-124-165-0-721	PCT4 CANTON RD(C.CHAVEZ-TOWER)-RC	1200	0.55
7-	1200-431-00-124-171-0-721	PCT4 RIO GRNDE CARE(1,056LF SECTION	1200	3,861.64
7-	1200-431-00-124-172-0-721	PCT4 TRENTON RD(TOWER-CESAR CHAVI	1200	7,975.39
7-	1200-431-00-124-175-0-721	PCT4 RIO GRNDE CARE(1,817LF SECTION	1200	8,724.94
7-	1200-431-00-124-177-0-339	PCT4 ALBERTA DRAIN-OTHER PROF SRV	1200	56,331.50
7-	1200-431-00-124-188-0-721	PCT4-HOEHN RD (MONTE CRISTO-RODGI	1200	2,591.44
7-	1200-431-00-124-189-0-721	PCT4-SUNFLOWER RD(107-M17)-ROADS	1200	36,607.07
7-	1200-431-00-124-401-0-721	PCT4 BCAP LAKEVIEW SUBD-ROADS	1200	4,363.76
7-	1200-452-00-122-110-0-334	PCT2 REGIONAL PARK-ARCH & ENG SRV	1200	48,279.64
7-	1200-452-00-122-110-0-740	PCT2 REGIONAL PARK-IMPROVEMENTS	1200	210,202.89
			1200 Total	**1,854,079.30**
7-	1223-412-00-080-007-0-340	DA CCP59-TECHNICAL SRV	1223	4,840.50
7-	1223-412-00-080-007-0-350	DA CCP59-OTHER SRV	1223	129.50
7-	1223-412-00-080-007-0-430	DA CCP59-REPAIR & MAINT SRV	1223	1,040.00
7-	1223-412-00-080-007-0-442	DA CCP59-EQUIP & VEHICLE RENT	1223	294.54
7-	1223-412-00-080-007-0-610	DA CCP59-GENERAL SUPPLIES	1223	3,582.22
7-	1223-412-00-080-007-0-660	DA CCP59-FURN & EQUIP CNTRL	1223	580.00
			1223 Total	**10,466.76**
7-	1230-421-00-293-010-0-751	CONST PCT3 CCP59-EQUIPMENT	1230	15,799.11
			1230 Total	**15,799.11**
7-	1231-421-00-294-003-0-752	CONST PCT4 CCP59-VEHICLES	1231	9,844.85
			1231 Total	**9,844.85**
7-	1237-415-40-180-003-0-340	CC REC MGMT-TECHNICAL SRV	1237	267,605.50
7-	1237-415-40-180-003-0-430	CC REC MGMT-REPAIR & MAINT SRV	1237	244.00
			1237 Total	**267,849.50**
7-	1238-415-40-180-004-0-430	COUNTY REC MGMT-REPAIR & MAINT SR\	1238	214.00
			1238 Total	**214.00**

	ACCOUNT	ACCOUNT NAME	FUND	AMOUNT
7-	1242-412-00-060-001-0-320	JUSTICE CRT TECH-PROFESSIONAL SRV	1242	120,881.00
7-	1242-412-00-060-001-0-336	JUSTICE CRT TECH-COMPUTER SRV	1242	730.74
7-	1242-412-00-060-001-0-660	JUSTICE CRT TECH-FURN & EQUIP CNTRLI	1242	9,675.84
7-	1242-412-00-060-001-0-761	JUSTICE CRT TECH-SOFTWARE	1242	100,958.75
			1242 Total	**232,246.33**
7-	1252-412-00-270-012-0-340	HIDTA FED SHRG-US TREAS-TECHNICAL S	1252	277.84
7-	1252-412-00-270-012-0-413	HIDTA FED SHRG-US TREAS-ELEC SURV &	1252	315.00
7-	1252-412-00-270-012-0-430	HIDTA FED SHRG-US TREAS-REPAIR&MAIN	1252	205.00
7-	1252-412-00-270-012-0-550	HIDTA FED SHRG-US TREAS-PRINTING&BI	1252	588.00
7-	1252-412-00-270-012-0-584	HIDTA FED SHRG-US TREAS-REGISTRATIO	1252	590.00
7-	1252-412-00-270-012-0-610	HIDTA FED SHRG-US TREAS-GENERAL SUI	1252	3,111.60
			1252 Total	**5,087.44**
7-	1254-412-00-270-014-0-752	HIDTA US JUSTICE-VEHICLES	1254	139,805.45
			1254 Total	**139,805.45**
7-	1256-412-00-080-014-0-350	DA FED SHRG-USDJ-OTHER SRV	1256	45.00
7-	1256-412-00-080-014-0-605	DA FED SHRG-USDJ-CLOTHING & UNIFOI	1256	1,013.11
7-	1256-412-00-080-014-0-610	DA FED SHRG-USDJ-GENERAL SUPPLIES	1256	3,695.74
7-	1256-412-00-080-014-0-660	DA FED SHRG-USDJ-FURN & EQUIP CNTR	1256	4,836.00
			1256 Total	**9,589.85**
7-	2102-423-21-280-015-0-751	JAIL COMMISSARY-MACHINERY & EQUIPN	2102	24,050.00
			2102 Total	**24,050.00**
7-	2202-419-50-115-065-0-430	DBM-W/C DIV-REPAIR & MAINT SRV	2202	7.00
			2202 Total	**7.00**
		TOTAL BUDGET INCREASE REQUEST		**2,569,039.59**

REASON:
TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2017 DURING THE CLOSE-OUT PROCESS FOR YEAR 2016.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED

DEPARTMENT HEAD SIGNITURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

AI-59195 **Budget and Management** **21. C. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Miguel Martinez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Tech (1242):
Approval of 2017 appropriation of funds in the amount of $16,829.48.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 3/31/17.

Attachments

JP Tech. Fund approp.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 10:36 AM
Linda Flores	Veronica Ortiz	03/31/2017 11:00 AM
Ivan Cantu	Ivan Cantu	03/31/2017 11:17 AM
Final Approval	Veronica Ortiz	03/31/2017 03:38 PM
Ivan Cantu	Ivan Cantu	03/31/2017 03:49 PM
Form Started By: Miguel Martinez		Started On: 03/31/2017 09:58 AM
Final Approval Date: 03/31/2017		

DATE: March 31, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017
Appropriation
AI-59195

DEPARTMENT NAME: Department of Budget & Management for **Justice Crt Tech**

ACCOUNT NUMBER: 7-1242-412-00-060-001-0-XXX

Contact Person: Miguel Martinez Ph#: (956) 292-7025 ext. 5416

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
7-1242-412-00-060-001-0-	430	Justice Crt Tech-	Repair & Maint Srv	10,121.12
7-1242-412-00-060-001-0-	610	Justice Crt Tech-	General Supplies	1,590.00
7-1242-412-00-060-001-0-	780	Justice Crt Tech-	Capital Leases	5,118.36
			TOTAL BUDGET INCREASE (DECREASE)	**16,829.48**

REASON: To fund the reclassification of object codes for technology related PO's and requisitions currently under accounts for Justice of the Peace offices. Funds to be appropriated from the unassigned fund balance for Fund 1242 (Acct # 7-1242-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-59136 **Budget and Management** **21. C. 3.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Bail Bond Board (1100):
A. Approval of 2017 interdepartmental transfer from Bail Bond Board to Co. Wide Adm.-Contingency in the amount of $5,500.00
B. Approval of 2017 appropriation of funds for the Bail Bond Board in the amount of $7,864.00 (funds taken from the G/F Restricted F/B-Bail Bond Board).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-415-00-150-002-0-XXX

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

BUDGETARY IMPACT:

Interdepartmental transfer from the Bail Bond Board to Co. Wide Adm.-Contingency in the amount of $5,500.00 due to over budgeting during the 2017 Budget Process. The certified 2017 estimated revenues for the Bail Bond Fees is $5,000.00.

Appropriation of funds from the G/F Restricted F/B-Bail Bond Board to fund supplemental pay and fringes as well as to replenish the operating funds being moved into the Co. Wide Adm.-Contingency (obj. 583 & 584) in the amount of $7,864.00. Funds available as of 3-28-17.

Attachments

Bail Bond Board 3-27-17
Bail Bond Board Interdept Transfer
Bail Bond Approp.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	03/28/2017 09:08 AM
Budget & Management	Veronica Ortiz	03/28/2017 10:19 AM

Merlen P. Munoz	Merlen P. Munoz	03/29/2017 11:31 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Ivan Cantu		Started On: 03/27/2017 03:49 PM
Final Approval Date: 03/31/2017		

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-415-00-150-002-0-339	BAIL BOND BOARD-OTHER PROF SRV	2,000.00	2,000.00	.00	.00	2,000.00	.00
7-1100-415-00-150-002-0-441	BAIL BOND BOARD-LAND & BLDG RENT	.00	1,500.00	.00	.00	1,500.00	.00
7-1100-415-00-150-002-0-535	BAIL BOND BOARD-POSTAGE	200.00	200.00	.00	.00	200.00	.00
7-1100-415-00-150-002-0-583	BAIL BOND BOARD-TRAVEL OUT OF COUNTY	4,000.00	2,500.00	.00	.00	2,500.00	.00
7-1100-415-00-150-002-0-584	BAIL BOND BOARD-REGISTRATION FEES	3,000.00	3,000.00	.00	.00	3,000.00	.00
7-1100-415-00-150-002-0-610	BAIL BOND BOARD-GENERAL SUPPLIES	500.00	500.00	.00	.00	500.00	.00
7-1100-415-00-150-002-0-660	BAIL BOND BOARD-FURN & EQUIP CNTRLD	500.00	500.00	.00	.00	500.00	.00
7-1100-415-00-150-002-0-890	BAIL BOND BOARD-OTHER	300.00	300.00	.00	.00	300.00	.00
1100 GENERAL FUND		**10,500.00**	**10,500.00**	**.00**	**.00**	**10,500.00**	**.00**
7 YEAR 2017		**10,500.00**	**10,500.00**	**.00**	**.00**	**10,500.00**	**.00**

DATE: April 5, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2017

Interdepartmental Transfer

AI #59136/CC 4-5-17

DEPARTMENT NAME: DBM for Co. Wide Adm.

ACCOUNT NUMBER: 7-1100-415-00-1XX-002-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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:			
7-1100-415-00-150-002-0- 583	Bail Bond Board-	Travel Out of Co.	(2,500.00)
7-1100-415-00-150-002-0- 584	Bail Bond Board-	Registration Fees	(3,000.00)
TO:			
7-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	5,500.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To sweep overbudgeted funds into the Co. Wide Adm.-Contigency. 2017 Auditor certified estimated revenues is $5,000.00 for Bail Bond Fees

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: April 5, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Mgmt for Bail Bond Board

ACCOUNT NUMBER: 7-1100-415-00-150-002-0-XXX

Contact Person: Ivan Cantu Ph#: ext. 5425

2017
Appropriation

AI #59136/CC 4-5-17

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
7-1100-415-00-150-002-0- 117	Bail Bond Board-	Supplemental Pay	1,971.15
7-1100-415-00-150-002-0- 220	Bail Bond Board-	FICA	150.79
7-1100-415-00-150-002-0- 230	Bail Bond Board-	Retirement	226.09
7-1100-415-00-150-002-0- 250	Bail Bond Board-	Unemployment Comp.	11.83
7-1100-415-00-150-002-0- 260	Bail Bond Board-	Workers Comp.	4.14
7-1100-415-00-150-002-0- 583	Bail Bond Board-	Travel Out of Co.	2,500.00
7-1100-415-00-150-002-0- 584	Bail Bond Board-	Registration Fees	3,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**7,864.00**

REASON: Appropriation of funds to fund supplemental pay and related friges for Chief Deputy II. In addition, to fund operating expenditures **(Funds to be taken from acct #7-1100-255-02-000-008-0-000 Gen FD-Restricted F/B-Bail Bond Board).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59129 **Budget and Management** **21. C. 4.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Approval of certification of revenues as certified by the County Auditor for Mile 6 W project with TxDOT and the City of Weslaco.
B. Approval of 2016 appropriation of funds for Mile 6 W project with TxDOT and the City of Weslaco in the total amount of $245,088.56

BACKGROUND

Item requested to be placed by the Auditor's Office. Pending Certification of Revenues by the Auditor's Office

---

Fiscal Impact

Attachments

Est. Rev & Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	03/28/2017 08:09 AM
Budget & Management	Veronica Ortiz	03/28/2017 08:17 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Merlen P. Munoz		Started On: 03/27/2017 02:03 PM
Final Approval Date: 03/31/2017		

DATE: April 5, 2017

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **TXDOT-Pct 1 M6W (US83-SH107)**

ACCOUNT NUMBER: 6-1315-431-00-121-039-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1315-431-00-121-039-0- 721	TXDOT-PCT 1 M6W (US83-SH107)	ROADS	196,310.94
6-1315-334-30-121-006-0- 000	TXDOT PRJ - TXDOT - MILE 6 W		196,310.94
6-1315-431-00-121-039-0- 841	TXDOT-PCT 1 M6W(US83-SH107)	GOVT AID	48,777.62
6-1315-337-00-121-004-0- 000	TXDOT PRJ - WESLACO - MILE 6 W		48,777.62
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To appropriate for actual expenditures incurred for TXDOT Pct 1 M6W project and record the estimated revenues as requested by the Auditor's Office

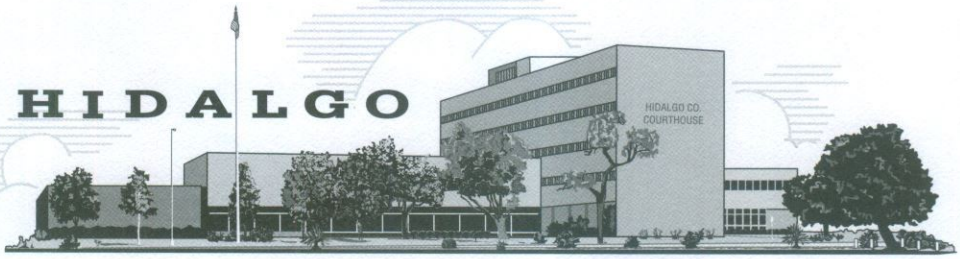
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 27, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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.

	2016 AMOUNT	INTERLOCAL AGREEMENT
	$ 196,310.94	TXDOT - Mile 6 W
	$ 48,777.62	City of Weslaco - Mile 6 W
Total	$ 245,088.56	

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/28/17
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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-59129 **Budget and Management 40. A. 0.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor for Mile 6 W project with TxDOT and the City of Weslaco. 2. Approval of 2016 appropriation of funds for Mile 6 W project with TxDOT and the City of Weslaco in the total amount of $245,088.56

BACKGROUND

Fiscal Impact

Attachments

Est. Rev & Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)		
Budget & Management		
Final Approval		

Form Started By: Merlen P. Munoz Started On: 03/27/2017 02:03 PM

DATE: April 5, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2016
Appropriation

DEPARTMENT NAME: Department of Budget & Management for **TXDOT-Pct 1 M6W (US83-SH107)**

ACCOUNT NUMBER: 6-1315-431-00-121-039-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
6-1315-431-00-121-039-0-	721	TXDOT-PCT 1 M6W (US83-SH107)	ROADS	196,310.94
6-1315-334-30-121-006-0-	000	TXDOT PRJ - TXDOT - MILE 6 W		196,310.94
6-1315-431-00-121-039-0-	841	TXDOT-PCT 1 M6W(US83-SH107)	GOVT AID	48,777.62
6-1315-337-00-121-004-0-	000	TXDOT PRJ - WESLACO - MILE 6 W		48,777.62
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To appropriate for actual expenditures incurred for TXDOT Pct 1 M6W project and record the estimated revenues as requested by the Auditor's Office

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Hidalgo County

Balance Sheet Detail Report

Standard Report Format

Account No/Description		Debit	Credit
**********			
6-1315-126-20-000-000-0-000 TXDOT PRJ-DUE FR TXDOT-FM1924 PH1			
	* Beginning Balance	130,827.11	.00
* Journal Entries			
DATE REFERENCE BATCH DESCRIPTION			
01/31/17 JE166250 16007752 COR CK04-17149 DUEFR TXDOT ACC			130,827.11
	Total:	**.00**	**130,827.11**
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-001-0-000 TXDOT PRJ-DUE FR TXDOT-FM2128			
	* Beginning Balance	337.00	.00
	* Ending Balance	337.00	.00
**********			
6-1315-126-20-000-002-0-000 TXDOT PRJ-DUE FR TXDOT-US83			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-003-0-000 TXDOT PRJ-DUE FR TXDOT-SH495 ABRAMS			
	* Beginning Balance	.00	22,999.90
	* Ending Balance	.00	22,999.90
**********			
6-1315-126-20-000-004-0-000 TXDOT PRJ-DUE FR TDOT-FM2061 FDWY-FM3072			
	* Beginning Balance	23,808.78	.00
	* Ending Balance	23,808.78	.00
**********			
6-1315-126-20-000-005-0-000 TXDOT PRJ-DUE FR TXDOT-FM1015 M9-M12			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-006-0-000 TXDOT PRJ-DUE FR TXDOT-FM1924 PH II			
	* Beginning Balance	18,698.00	.00
	* Ending Balance	18,698.00	.00
**********			
6-1315-126-20-000-007-0-000 TXDOT PRJ-DUE FR TXDOT-FM88			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-008-0-000 TXDOT PRJ-DUE FR TXDOT-MILE2W M12-SH107			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-009-0-000 TXDOT PRJ-DUE FR TXDOT-MILE2W M12-US83			
	* Beginning Balance	152,302.62	.00
	* Ending Balance	152,302.62	.00
**********			
6-1315-126-20-000-010-0-000 TXDOT PRJ-DUE FR TXDOT-FM493 (US83-M10N)			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-011-0-000 TXDOT PRJ-DUE FR TXDOT-FM907(S OF BUS83)			
	* Beginning Balance	23,810.75	.00
	* Ending Balance	23,810.75	.00
**********			
6-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107)			
	* Beginning Balance	1,263,473.56	.00

RCL

Account No/Description		Debit	Credit
6-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107)			
* Payments			
DATE CHECK/CLAIM PO NO. INVOICE NO. BATCH VENDOR			
01/31/17 0400017368 20162899 16007561 227889 TEDSI I		90,276.15	
	Total:	**90,276.15**	**.00**
* Journal Entries			
DATE REFERENCE BATCH DESCRIPTION			
* 01/31/17 JE166199 16007729 REC A/P TEDSI INV#20162928 EXP		196,310.94	
	Total:	**196,310.94**	**.00**
	* Ending Balance	1,550,060.65	.00
**********			
6-1315-126-20-000-013-0-000 TXDOT PRJ-DUE FR TXDOT-FM681			
	* Beginning Balance	465,199.40	.00
	* Ending Balance	465,199.40	.00
**********			
6-1315-126-20-000-014-0-000 TXDOT PRJ-DUE FR TXDOT-FM2221/FM492			
	* Beginning Balance	738.75	.00
	* Ending Balance	738.75	.00
**********			
6-1315-126-20-000-015-0-000 TXDOT PRJ-DUE FR TXDOT-ECISD SRTS			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-016-0-000 TXDOT PRJ-DUE FR TXDOT-MCCOLL RD			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-20-000-017-0-000 TXDOT PRJ-DUE FR TXDOT-SH364(495-FM1924)			
	* Beginning Balance	256,546.34	.00
	* Ending Balance	256,546.34	.00
**********			
6-1315-126-20-000-018-0-000 TXDOT PRJ-DUE FR TXDOT-NLN LP(FM1426-88)			
	* Beginning Balance	79,829.24	.00
	* Ending Balance	79,829.24	.00
**********			
6-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364)			
	* Beginning Balance	103,121.52	.00
* Payments			
DATE CHECK/CLAIM PO NO. INVOICE NO. BATCH VENDOR			
01/31/17 0400017348 11326084 16007561 280046 L & G C		1,700.65	
	Total:	**1,700.65**	**.00**
	* Ending Balance	104,822.17	.00
**********			
6-1315-126-20-000-020-0-000 TXDOT PRJ-DUE FR TXDOT-FM1925(KENYON-907			
	* Beginning Balance	254,890.00	.00
	* Ending Balance	254,890.00	.00
**********			
6-1315-126-20-000-021-0-000 TXDOT PRJ-DUE FR TXDOT-FM2220(MILE5-FM19			
	* Beginning Balance	891,183.90	.00

* (1) obj. code 721

Account No/Description			Debit	Credit
6-1315-126-20-000-021-0-000 TXDOT PRJ-DUE FR TXDOT-FM2220(MILE5-FM19				
* Payments				
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
01/17/17 0400017287	FM2220 P#25	16007440 229245 SIERRA	2,004.83	
01/24/17 0400017320	FM2220 P#40	16007500 229245 SIERRA	10,721.22	
01/31/17 0400017344	CCD-0374-F	16007561 237302 GUAJARD	23,924.25	
01/31/17 0400017357	CCD-0374-F	16007561 100102 LEONEL	1,990.58	
01/31/17 0400017358	CCD-0375-F	16007561 100102 LEONEL	1,843.13	
01/31/17 0400017360	CCD-0374-F	16007561 353582 LOPEZ,	1,474.50	
01/31/17 0400017370	CCD-0374-F	16007561 410080 TUTTLE,	1,474.50	
01/31/17 0400017371	CCD-0374-F	16007561 194905 VILLALO	1,474.50	
		Total:	**44,907.51**	**.00**
* Journal Entries				
DATE REFERENCE BATCH	DESCRIPTION			
01/31/17 JE166250 16007752	COR CK04-17149 DUEFR TXDOT ACC		130,827.11	
		Total:	**130,827.11**	**.00**
		* Ending Balance	1,066,918.52	.00
**********				
6-1315-126-20-000-022-0-000 TXDOT PRJ-DUEFR TXDOT-10EXT(SH107-FM1925				
		* Beginning Balance	35,195.85	.00
		* Ending Balance	35,195.85	.00
**********				
6-1315-126-30-000-001-0-000 TXDOT PRJ-DUE FR PHARR-N "I" RD				
		* Beginning Balance	.00	.00
		* Ending Balance	.00	.00
**********				
6-1315-126-30-000-002-0-000 TXDOT PRJ-DUE FR SAN JUAN-N "I" RD				
		* Beginning Balance	.00	.00
		* Ending Balance	.00	.00
**********				
6-1315-126-30-000-003-0-000 TXDOT PRJ-DUE FR EDINBURG-N "I" RD				
		* Beginning Balance	114,162.12	.00
		* Ending Balance	114,162.12	.00
**********				
6-1315-126-30-000-004-0-000 TXDOT PRJ-DUE FR PALMVIEW-SH495 ABRAMS				
		* Beginning Balance	106,770.41	.00
		* Ending Balance	106,770.41	.00
**********				
6-1315-126-30-000-005-0-000 TXDOT PRJ-DUE FR ELSA-FM88				
		* Beginning Balance	42,258.19	.00
		* Ending Balance	42,258.19	.00
**********				
6-1315-126-30-000-006-0-000 TXDOT PRJ-DUE FR ALAMO-FM907 (S BUS83)				
		* Beginning Balance	4,028.22	.00
		* Ending Balance	4,028.22	.00
**********				
6-1315-126-30-000-007-0-000 TXDOT PRJ-DUE FR MERCEDES-MILE 2 WEST				
		* Beginning Balance	443,526.53	.00
		* Ending Balance	443,526.53	.00
**********				
6-1315-126-30-000-008-0-000 TXDOT PRJ-DUE FR UNITED IRRIG DIST-FM681				
		* Beginning Balance	.00	.00
		* Ending Balance	.00	.00

RCL

Account No/Description		Debit	Credit
**********			
6-1315-126-30-000-009-0-000 TXDOT PRJ-DUE FR SAN JUAN-NOLANA LOOP			
	* Beginning Balance	.00	.00
	* Ending Balance	.00	.00
**********			
6-1315-126-30-000-010-0-000 TXDOT PRJ-DUE FR WESLACO-MILE 6 WEST			
	* Beginning Balance	.00	122,077.26

* Payments

DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH	VENDOR		
01/17/17	0400017288	20162887	16007440	227889 TEDSI I	127,132.50	
01/17/17	0400017289	20162871	16007440	227889 TEDSI I	7,600.19	
01/17/17	0400017290	20162870	16007440	227889 TEDSI I	92,640.75	
01/31/17	0400017368	20162899	16007561	227889 TEDSI I	11,284.52	
01/31/17	0400017369	20162911	16007561	227889 TEDSI I	156,977.25	
				Total:	**395,635.21**	.00

* Journal Entries

DATE	REFERENCE	BATCH	DESCRIPTION		
01/31/17	JE166199	16007729	REC A/P TEDSI INV#20162928 EXP	24,538.87	(2) obj. code 721
01/31/17	JE166201	16007729	REC A/P TEDSI INV#20162927 EXP	24,238.75	(3) 721
			Total:	**48,777.62**	.00
			* Ending Balance	322,335.57	.00
TOTAL 1315			TXDOT PROJECTS	5,043,239.21	.00
TOTAL 6			YEAR 2016	5,043,239.21	.00

AI-59206 **Purchasing Department** **22. A. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the negotiated Phase I Program Management Services Agreement between Hidalgo County and Dannenbaum Group [ranked #1 CC 10-18-16] in connection with the design & construction of a New Courthouse including approval of Work Authorization #1 including compliance with HB 1295 when and if applicable.

BACKGROUND

The contract with Dannenbaum is on a Phased basis [if necessary].

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1350-419-40-125-035-0-730

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

BUDGETARY IMPACT:

Funds available, pending 2016 CO rollover.

Attachments

AGENDA FOR NEGOTIATION-10.18.16

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 05:13 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Marty Salazar		Started On: 03/31/2017 12:06 PM
Final Approval Date: 03/31/2017		

SPECIAL MEETING - October 18, 2016

BE IT REMEMBERED, that on this 18th day of October A.D., 2016, 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
October 18, 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 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 courtroom in reciting the Pledge of Allegiance.

3. Prayer

Julia Sullivan led the courtroom in Prayer.

A moment of silence was offered in memory and honor of the late Hidalgo County Human Resources Director, Esther Cortez who passed away October 15, 2016.

4. Purchasing Department - Marty Salazar:

A. Hidalgo County:

1. AI-56890 A. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the five (5) participating firms:

PROGRAM MANAGEMENT FIRM	SCORE	RANK
BROADDUS + PROJECT CONTROL	92.4	3
JLL	86.8	5
HILL INTERNATIONAL	92.0	4
DANNENBAUM	95.4	1
JACOBS PROJECT MANAGEMENT CO.	92.8	2

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

B. Authority to commence negotiations for the purpose of finalizing a professional service agreement with the No. 1 ranked firm of **DANNENBAUM** for the design and construction of the New Hidalgo County Courthouse.

Mrs. Salazar informed that this gives the county the option that if a contract can not be negotiated they can go to the second firm.

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

Judge Garcia notified to Mrs. Salazar that he would like to be involved in the negotiation.

5. Adjourn

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

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 18th day of October, 2016

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 18, 2016.

Signed this 18th day of OCTOBER 2016

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Norma G. Cantu, Deputy

AI-59230 **Purchasing Department** **22. B. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

Professional Engineering Firms	Grade	Ranking
Chanin Engineering, LLC	96	
ICE Engineering	94	
Cortran Engineering, LLC	93	

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 providers for the Sunset Structure Facility;

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Sunset Structure Facility for Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item does not have a fiscal impact.

Attachments

grid

email

disclosure forms

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 05:28 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Darlene Betancourt Started On: 03/31/2017 04:12 PM

Final Approval Date: 03/31/2017

PROFESSIONAL ENGINEERING SERVICES
for
"SUNSET STRUCTURE FACILITY"

HIDALGO COUNTY PRECINCT No. 1

Scoring & Evaluation GRID

Professional Engineering Firms	Chanin Engineering LLC	ICE Engineering	Cortran Engineering	Ranking
Evaluator 1	98	97	94	
Evaluator 2	97	94	95	
Evaluator 3	94	90	90	
Final Average	96	94	93	

Scoring/Evaluation-completed by HC Precinct No. 1 Staff members

Zimbra **darlene.betancourt@co.hidalgo.tx.us**

Evaluation of Engineering Firms

From : Amy Saenz-Smith <amy.saenz-smith@co.hidalgo.tx.us> Fri, Mar 31, 2017 11:24 AM

Subject : Evaluation of Engineering Firms 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Cc : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>, David Suarez <david.suarez@co.hidalgo.tx.us>

Good Morning,
Attached are the evaluations to select an engineering firm for the purpose of structural engineering for PCT. 1 Sunset Structure Facility. The ranking is as follows:
Chanin Engineering, LLC 96
ICE 94
Cortran Engineering, PLLC 93

Commissioner Fuentes would like this item placed on the April 5th agenda. Please let me know if you need additional information.
Thanks,

Amy Saenz-Smith
Director of Administrative Operations
Hidalgo County Pct. 1
956-968-8733

PCT 1 Engineering Services Evaluation Sunset Facility.pdf
2 MB

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: David Suarez

Title/Position: Chief Administrator

Contract for Goods/Services: Sunset Structure Facility

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Chanin Engineering
2. ICE
3. Cortran Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 3/31/17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Kassandra V. Elejarza

Title/Position: Executive Assistant

Contract for Goods/Services: Sunset Structure Facility

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Chanin Engineering, LLC
2. ICE
3. Cortran Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Date:

3/31/2017

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Amy Saenz-Smith

Title/Position: Director of Administrative Operations

Contract for Goods/Services: Sunset Structure Facility

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Chanin Engineering
2. ICE
3. Cortran Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Amy Saenz-Smith

Date: 3/31/17

AI-59175 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

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 services agreement (subject to legal counsel's review) with L&G Consulting Engineers Inc. for "Nolana Loop Project," for Pct. #2, [as approved for negotiations on CC 2/6/2017] and subject to compliance with HB23 and HB1295 [if and when applicable];

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $1,437,341.10) as submitted by project engineer, L&G Consulting Engineers, to provide "PS&E, Design Survey, ROW Map, and other design related services for the Pct 2 Nolana Loop Project" through Contract# C-17-088-04-05.

c. Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of CDS Muery and Ergonomic Transportation Solutions, Inc. in connection with C-17-088-04-05 for Pct 2 Nolana Loop Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1315-431-00-122-XXX-0-710/721/841

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

BUDGETARY IMPACT:

Funding pending approval of AI#59197 CC 4/5/17.

Attachments

Contract
Work Auth #1
Subcontracting Notice
Legal Approval Email
1295
Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 01:53 PM
Budget & Management	Veronica Ortiz	03/31/2017 02:41 PM
Merlen P. Munoz	Merlen P. Munoz	03/31/2017 04:55 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Erika Zamora		Started On: 03/30/2017 01:38 PM
Final Approval Date: 03/31/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-17-088-04-05

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 preparation of the **Plans-Specifications-Estimates (PS&E), Design Surveying, Traffic Signal Warrants/Design, Geotechnical Testing, Pavement Design, Right-of-Way Acquisition/Mapping, and Comp. & Permitted Utility Coord., etc.** for the **Nolana Loop (from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd)) 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.

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 December 31, 2022 or *upon completion of the 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 **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the

Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

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

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount 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 be 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 **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds 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 **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **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. d/b/a**
100 E. Cano St. 2nd Floor	**L&G Engineering**
Edinburg, Texas 78539	**2100 West Expwy 83**
	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 _____, 2017.

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

Approved by Commissioners' Court on: _____, 2017

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	– Scope of Services to be provided by the Owner
EXHIBIT B	– Scope of Services to be provided by the Engineer
EXHIBIT C	– Work Schedule
EXHIBIT D	– Contract Rates
EXHIBIT E	– Sample Work Authorization Form
EXHIBIT F	– Sample 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 proposed improvements to Nolana Loop located within both the City of San Juan and Hidalgo County Jurisdiction, and within the limits of FM 1426 (Raul Longoria Rd.) and FM907 (Alamo Rd.) in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: PS&E, Design Surveying, Traffic Signal Warrants & Design, Geotechnical Testing, Pavement Design, Right-of-Way Mapping, ROW Acquisition Compensable & Permitted Utility Coordination, etc for the Nolana Road project.

LENGTH: 2.19 Miles

HIGHWAY: Nolana Loop

LIMITS: from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd.)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SECTION 2 – PRELIMINARY DESIGN VALUES

(Function Code 102)

Preliminary Design Values

The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.

Preliminary Route Locations on Uncontrolled Mapping

The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.

Uncontrolled Mapping (w/Contours & GIS Info)

The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.

Preliminary Traffic Evaluations & Trends

The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.

Preliminary Hydrologic Map

The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.

Preliminary ROW Requirements

The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.

Preliminary Cost Estimates

The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.

Preliminary Environmental Analysis (for fatal flaws)

The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.

Project Fact Sheet with Est. Local Cost vs. Total Project Cost

The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.

Meetings, Coordination & Support for Project Development

The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

1. Route Location Studies*
2. Level of Service Analysis
3. Traffic Evaluations and Projections
4. Develop Roadway Design Criteria
5. Preliminary Cost Estimates
6. Design Schematic
   (See Section 7, page 7-1 for schematic layout requirements)
7. Preliminary Right-of-Way Requirements
8. Design Concept Conference
9. Soil Core Hole Drilling
   a. Pavement (See Section 7, page 7-3 for requirements)
   b. Retaining Walls (See Section 10, page 10-1 for requirements)
   c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
   d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

1. Environmental Reports

   All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   a. Environmental Assessments
      (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
      (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
      (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
   b. Environmental Impact Statement
      (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
      (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement

   All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
   b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

3. Cultural Resources

   Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.

   a. Historic Structure Studies

      A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
   b. Archeological Studies
      (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
      (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
      (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

4. Noise and Air Quality Analyses

   a. Noise Analysis

      A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
   b. Air Quality Analysis

      An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.

5. Hazardous Materials

   The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

6. General Guidelines for Preparation of Environmental Documents
   a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT.
   b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
   c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
   d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
   e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
   f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
   g. Exhibits in the environmental document shall be color copies and text shall be black and white.

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

5. Survey and Stake Right-of-Way

6. Records as Required by the County and State
   a. Records used to establish ownership

7. General Guidelines for Preparation of Right-of-Way Maps
   (Sample ROW Maps and Parcel Plats and field notes attached)

GENERAL SPECIFICATIONS

   a. All data submitted by the surveyor will be legible, organized and well documented.
   b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
   c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
   d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
   e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset

___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

1. Field Surveying
   a. Primary Project Control – 3 to 5 miles spacing
      Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
      (1) Establish horizontal control points
      (2) Establish vertical control points

      NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

      ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

   b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
      - No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
      - The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
      - The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
      - The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

      (1) Project control base lines

      (2) Photogrammetric ground control
         (a) Establish horizontal control
         (b) Establish vertical control points
         (c) Place and maintain control point targets

   c. Other Field Surveying
      (1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
      (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
      (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
      (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
      (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
      (6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12
      inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
      (7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
      (8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed

ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

(11) Additional Field Surveying as shown below:

(a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

(12) Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

(14) Soil core hole staking.

(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

(16) Profiles of existing drainage facilities.

(17) Measurement of hydraulic opening under existing bridges.

(18) Obtain elevations of manholes and valves of utilities

(19) Provide temporary signs, traffic control, flags, safety equipment, etc.

(20) Ties to existing bridges or culverts that may conflict with new construction.

(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

(22) Inventory signs, mailboxes, and driveways

(23) Survey controlled data sheets per TxDOT guidelines.

2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
   e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
   f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

3. Exhibit for Airway/Highway Clearance Permits
4. Grading Design
   a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
   b. Typical Sections
   c. Design Cross Sections
   d. Determine Cut and Fill Quantities
   e. Slope Stability Analysis
   f. Embankment Foundation Stability Analysis
   g. Embankment Settlement Analysis

5. Pavement Design
   a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
   b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
   c. 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 when schematic is being completed)
      (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
   d. Traffic Data for Pavement Design by STATE
   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 TxDOT.

SECTION 8 - DRAINAGE

(Function Code 161)

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

1. Hydrologic Map
   a. Hydrologic data/discharge determination for outfalls

2. Hydraulic Drainage Study and Documentation
   a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
      (1) Storm water detention available within the ROW (linear ft. along side drain ditch).
      (2) Storm water detention required outside the ROW (as per HCDD#1)
      (3) Culverts
      (4) Bridge waterways
      (5) Channels
      (6) Storm sewers/inlets
      (7) Pump stations
      (8) Storm Water Management facilities
      (9) Other
         a. Irrigation Canals/Siphons
         b. Hydraulic report(s)
         c. Federal Emergency Management Agency (FEMA) floodway requirements
         d. Determine impact of proposed drainage plan on the following receiving stream(s)
            (1) Hidalgo County Drainage District Outfalls
            (2) All Irrigation District Outfalls impacted

3. Layout, Structural Design and Detailing of Drainage Features
   a. Culverts
      (1) New culverts
      (2) Culvert widening and/or lengthening
      (3) Culvert replacements
   b. Storm sewers
      (1) New storm sewers
      (2) Modify existing storm sewers
      (3) Inlets
      (4) Manholes
      (5) Trunk lines
   c. Pump stations
   d. Subsurface drainage at retaining walls
   e. Outfall channel(s) within the ROW
   f. Outfall channel(s) outside the ROW
   g. Detention Pond(s) within the ROW
   h. Detention Pond(s) outside the ROW
   i. Summary of Quantities
   j. Storm Water Management facilities

4. Storm Water Pollution Prevention Plan (SW3P)

5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

1. Signing and Markings Layout
   a. Requirements (Separate Layout)
      (1) Roadway layout
      (2) Center line with station numbering
      (3) ROW lines
      (4) Culverts and other structures that present a hazard to traffic
      (5) Location of utilities, if not shown on plan and profile
      (6) Existing signs to remain, to be removed, to be relocated
      (7) Proposed signs (illustrated and numbered)
      (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
      (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
      (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      (12) Quantities of existing pavement markings to be removed
      (13) Proposed delineators and object markers

   b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
      (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
      (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
      (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
      (5) Tentative ROW limits
      (6) Direction of traffic flow on all roadways
      (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

2. Summary of Small Signs Tabulation

3. Summary of Large Signs Tabulation including all Guide Signs

4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

5. Traffic Signals
   a. Development of Justification (Warrant) Data
      (1) Location Map
          Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
      (2) Photographs as appropriate
      (3) Accident data as appropriate
      (4) Vehicle volumes (provided by TxDOT)
          (a) Existing
          (b) Estimated
          (c) Projected
          (d) Pedestrian
      (5) Traffic Survey - Count Analysis
      (6) Recommendation based on above data

   b. Layout
      (1) Title Sheet (when applicable)
          (a) Describe the location
          (b) Type of installation
          (c) Area map with project limits for each location
          (d) Index of sheets
          (e) Space for official signatures
      (2) Estimate and quantity sheet (when applicable)
          (a) List of all bid items
          (b) Bid item quantities
          (c) Specification item number
          (d) Paid item description and unit of measure
      (3) Basis of estimate sheet (list of materials)
      (4) General notes and specification data sheet
      (5) Condition diagram
          (a) Highway and intersection design features
          (b) Roadside development
          (c) Traffic control including illumination
      (6) Plan sheet(s)
          (a) Existing traffic control that will remain (signs and markings)
          (b) Existing utilities
          (c) Proposed highway improvements
          (d) Proposed installation
          (e) Proposed additional traffic controls
          (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
          (g) Proposed illumination attached to signal poles.
      (7) Notes for plan layout
      (8) Elevation sheet(s) (span wire design)
      (9) Phase sequence diagram(s)
          (a) Signal locations
          (b) Signal indications
          (c) Phase diagram
          (d) Signal sequence table
          (e) Flashing operation (normal and emergency)
          (f) Preemption operation (when applicable)
          (g) Interval timing, cycle length and offset

      (10) Construction detail sheets(s)
          (a) Poles (TxDOT standard sheets)

(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)
(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
(13) Aerial or underground interconnect details (when applicable)

c. General Requirements
(1) Contact local utility company
(a) Confirm power source
(b) Discuss route of aerial or underground interconnect cable (when applicable)
(c) Adjustment of overhead utility lines
(2) Prepare governing specifications and special provisions list
(3) Prepare project estimate

d. Summary of Quantities

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

1. Retaining Walls
   a. Structural Details
      (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
      (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
      (3) Specialized Retaining Wall at _____ locations (Unique Design).*
   b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
      (1) Mechanically Stabilized Earth
      (2) Concrete Block Wall Systems
   c. Retaining Wall Layout (PLAN)
      (1) Designation of reference line
      (2) Beginning and ending retaining wall stations
      (3) Station of each retaining wall joint***
      (4) Offset from reference line
      (5) Horizontal curve data
      (6) Number of retaining wall panels and lengths***
      (7) Total length of wall
      (8) Indicate face of wall
      (9) All wall dimensions and alignment relations (alignment data as necessary)
      (10) Soil core hole locations
   d. Retaining Wall Layout (ELEVATION)
      (1) Top of wall elevations at each joint or intervals***
      (2) Existing and finished ground line elevations
      (3) Height of stem at each joint***
      (4) Wall panel designations***
      (5) Top of footing elevations***
      (6) Limits of measurement for payment****
      (7) Type, limits and anchorage details of railing (If applicable)
      (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
   e. 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 below the footing elevation.
   f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
   g. Estimate
   h. Summary of Quantities
   i. Typical X-section.
   j. General Guidelines for Retaining Walls
      (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
      (2) The ground water level should be observed at the water strike.
      (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
      (4) 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. Traffic Control Plan, Detours and Sequence of Construction

   Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
   a. The sequence of construction and method of handling traffic during each phase.

b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

3. Illumination
   a. Preliminary Roadway Illumination Layout and Circuit Layout
      (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
         (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
         (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
         (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
         (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
         (e) Tentative ROW limits
         (f) Direction of traffic flow on all roadways
         (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
   b. Final Roadway Illumination and Electrical Circuit Layouts
      (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
      (2) Center line with station numbering.
      (3) ROW lines.
      (4) Symbol legend. Use department standard symbols for lighting and electrical.
      (5) Culverts and other structures that present a hazard to traffic.
      (6) Location of underground utilities, if not shown on plan profile.
      (7) Location of overhead electrical lines, both crossing and parallel to ROW.
      (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
      (9) Existing service poles, electrical circuits, ground boxes, etc.
      (10) Contact electric utility for service pole locations, voltage characteristics.
      (11) Location of proposed sign lighting circuits and roadway illumination.
      (12) Proposed electrical circuits.
      (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
   c. General Guidelines for Illumination (If applicable)
      The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.

4. Miscellaneous Drafting/Standards
   a. Erosion Control
   b. Landscape Development

5. Compute and Tabulate Quantities

6. Special Utility Details (Irrigation lines)

7. Miscellaneous Structures

a. Type of Structure*
   (1) Overhead Sign Bridges (O.S.B.)
   Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
      (a) New O.S.B. structure(s)
      (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
   (2) High Mast Illumination Poles (HMIP)
   (3) Traffic Signal Supports
   (4) Conventional Illumination Poles
   (5) Sound Barrier Walls

b. Checklist for Layouts
   (1) Reference appropriate O.S.B. standard
   (2) Drilled shaft size and length
   (3) Soil strength used for design {indicate basis and boring(s) used}
   (4) Design height
   (5) Tower heights
   (6) Leg spacings
   (7) Design wind speed

c. 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)

8. Agreements
   a. Utility Agreements
   b. Exhibits for Utility Agreements
   c. Railroad Agreements
   d. Railroad Exhibits
      (1) Railroad Underpasses
      (2) Railroad Overpasses
      (3) Railroad Grade Crossing (Replanking)
      (4) Railroad Grade Crossing Warning Systems (Signals)
      (5) Other Miscellaneous Sketches for Railroads
   e. Traffic Signal Agreements
   f. Exhibits for Traffic Signal Agreements
9. Estimate
10. Specifications and General Notes

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

		NUMBER REQUIRED
1.	Preparation of Structural Details	
	a. New Structure(s)	
	(1) Underpass(es)	_____
	(2) Overpass(es)	_____
	(3) Main Lanes	_____
	(4) Direct Connector(s)	_____
	(5) Ramp Bridge(s)	_____
	(6) Waterway Structure(s)**	_____
	(7) Pedestrian Structure(s)	_____
	(8) Utility Structure(s)	_____
	(9) Railroad Underpass(es)	_____
	(10) Railroad Overpass(es)	_____
	(11) Bridge Classification Culvert(s)**	_____
	(12) Alternate Structural Designs	_____
	(13) Alternate Foundation Design	_____
	Total New Structures =	_____
	b. Existing Structure(s)	_____
	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
	(2) Bridge Replacement	_____
	(3) Raising Bridge Elevation	_____
	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
	(5) Railroad Overpass(es)	_____
	(6) Railroad Underpass(es)	_____
	Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

2. Preparation of Bridge Layouts (each bridge)
   a. Bridge Layouts (PLAN)
      (1) Horizontal curve information or bearing of centerline.
      (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      (3) Bearing of center line or reference line.
      (4) Skew angle(s).
      (5) Slope for header banks and approach fills.
      (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      (7) Approach pavement and crown width.
      (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      (9) Approach slab and curb returns.
      (10) Limits and type of riprap.
      (11) Proposed features under structure.
      (12) Location of profile grade line.
      (13) North arrow.
      (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
      (15) Cross slope and super elevation data.
      (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
      (17) Location of soil core holes (station and offset), shown on layout.
      (18) Bent stations and bearings.
      (19) Retaining wall locations.
      (20) Traffic flow directional arrows.
      (21) Railing types shown.
      (22) Joint types and seal size, if used.
      (23) Beam line numbers consistent with span details.
      (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      (25) Bearings of utilities.

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.

   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.

(6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. 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 (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
      - Railroad Companies
      - FHWA
      - U.S. Army Corps of Engineers
      - U.S. Coast Guard
      - Bureau of Reclamation
      - Texas Parks and Wildlife
      - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title

block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

CONSTRUCTION MANAGEMENT SERVICES:

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

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 (11/07). 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 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. XX PARCELS, XX EASEMENTS AND XX RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

1) PROJECT ADMINISTRATION

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of COUNTY or TxDOT facilities
      (2) Open during normal COUNTY and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the COUNTY.
   iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) TITLE SERVICES

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.

b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.

c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

3) **APPRAISAL**

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

4) **APPRAISAL REVIEW**

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the

review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation,

and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.

7) CLOSING SERVICE FEES

a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.

8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).

a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

b) L&G will provide advisory services to business displacements and relocate them effectively.

c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

9) CONDEMNATION SUPPORT

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.

vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

a) Preliminary Design Consultations
   i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

b) Field Observations and Verifications
   i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

c) Exchange of Information with Utility Providers
   i) Provide project schedule.
   ii) Request schedules for utility adjustments.
   iii) Identify who is responsible for utility process.

d) Confirmation of Property Interests
   i) Request Documents.
   ii) Coordination of data on maps and citation of property interest documents.
   iii) Confirm utilities are within easements.

e) Coordination of Agreements
   i) Identify utilities that are compensable.
   ii) Determine parties and agreements necessary to complete compensable process.
   iii) Coordinate execution and processing of Standard Utility Agreements.

f) Utility Meetings throughout project development
   i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
   ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

a) Project Administration
   i) Payment and Milestones
      (a) Full Project Office
         (1) Lump Sum Basis (assume 1 year project presence)
         (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments of 15% starting the following month.
         (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
   ii) Payment
      (a) Per Parcel basis.

iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

SECTION 14 - ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

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.

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
PS&E	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).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Title Sheet
Project Layout
Sequence of Work
Detour Layouts & Profiles
Construction Pavement Markings
Signing & Barricades
Construction Sign & Beacons
Typical Sections
Shaping & Finishing Sections
Slopes Adjacent to Shoulders
Estimate & Quantities
General Notes & Specification Data
Grading Summary
Miscellaneous Summaries (See following "SUMMARIES" heading)
Horizontal Curve Data & Alignment Layouts
Drainage Summaries
Structure Summaries
Erosion Control Summary & Details
Plan/Profile Sheets
Erosion Control Summary & Details
Pavement Contours
Superelevation Transition (If Required)
Grading Contours
Guard Fence Layouts
Storm Water Pollution Prevention Plans (SW3P)
Drainage Area Maps
Hydraulic Data
Drainage Sheets
Bridge Hydrology Sheets
Inlet & Manhole Details
Utility Support Details
Culvert Cross Sections & Details
Special Culvert Designs
Special Drainage Details
Chain Link Fence Locations
Ramp Details Sheet
Removal Item Sheet - Including detours
(Shown in detour summary, No payment for removal; subsidiary to construction detours)
Pavement Details
Pavement Standard Modification for Concrete Shoulder
Concrete Pavement Continuously Reinforced (CPCR)
Concrete Pavement Contraction Design (CPCD)
Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
Bridge Approach Slab Details
Vehicle Attenuator Details
Miscellaneous Details
Wheelchair Ramps
Pavement Marking Details
Modified Standards
List of Standards
Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Permanent Lighting Plans, Quantities & Standards
Bridge Layout(s)
Bridge Details
Retaining Wall Layout(s)
Retaining Wall Details
Pumphouse Details
Underdrain Details (Retaining Walls)
Culvert Standards
Soil Profile
Temporary Traffic Signals
Design Cross Sections
Estimate
List of Standard Specification, Special Provisions & Special Specifications
Detour Special Provisions (If Required)
Construction Time Estimate
Critical Path Method (CPM)
Unit Price Documentation

Miscellaneous

Conduit Requirements
Traffic signal Requirements

Summaries

Salvaging and Placing Topsoil
Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Remove Old Concrete Curb of Curb and Gutter (C&G)
Remove Old Concrete Pavement
Remove Old Concrete Riprap
Remove Metal Beam Guard Fence
Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
Temporary Guard Fence (TEMPGF)
Summary of Concrete Flumes
Curbs
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Large Structure
Concrete Riprap (RR8 & RR9)
Temporary Portable Concrete Barrier (PCBR)
Concrete Traffic Barrier
Vehicle Attenuator
Guard Rail Energy Absorbing Terminal (Great System)
Pavement Markings & Blast Cleaning (Thermoplastic)
Retaining Walls
Large Structure Summaries
Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Summaries

Earthwork (Roadway & Channel) & Channel Details
Culverts
Detours
Seeding or Mulch Sod - Quantity Only
Inlet & Manholes
Sidewalks
Construction Pavement Markings
Driveways
Concrete Median
Storm Sewers
Head Walls & Safety End Treatments
Curb Openings
Manholes
Chain Link Fence, Remove & Replace Chain Link Fence
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #2

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
Nolana Loop Project
From FM 1426 (Raul Longoria Rd) To FM 907 (Alamo Rd)
Length = 2.19 miles

TASK AND DESCRIPTION	FIRM	2017												2018												2019												2020				2021			
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase II: PS&E and Other Design Related Services																																													
PS&E																																													
Design Survey	L&G																																												
Compensable Utility Oversight	L&G																																												
Outfall Coordination with HCDD #1	L&G																																												
30% PS&E Completion	L&G																																												
60% PS&E Completion	L&G																																												
90% PS&E Completion	L&G																																												
95% PS&E Completion	L&G																																												
100% Mylars	L&G																																												
TxDOT Plan Set Approval	TxDOT																																												
ROW Map																																													
Prepare ROW Map	L&G																																												
TXDOT Review & Revisions	TxDOT																																												
TxDOT ROW Map Approval	TxDOT																																												
ROW Acquisition (Est. 30 Parcels)*																																													
ROW Release (Dependent on Availability of Funds)	TxDOT																																												
Project Administration	L&G																																												
Coordination with County & TxDOT	L&G																																												
Title Commitments	L&G																																												
Appraisal Reports	L&G																																												
Appraisal Review Reports	L&G																																												
Appraisal Update Reports	L&G																																												
Approved Values by TxDOT	TxDOT																																												
Acquisition Negotiation Offers	L&G																																												
Title Curative Process	L&G																																												
Title Commitment Updates	L&G																																												
Payments for Parcels	L&G																																												
L&G Condemnation Support Process	L&G																																												
Eminent Domain Proceedings by County	County																																												
Title Insurance Policies	L&G																																												
Consumation of Outstanding Cases	L&G																																												
Phase III: Construction																																													
Let Project (Est. Earliest Date: Aug 2019)	TxDOT																																												
Construction Duration	L&G																														EST 20 MONTHS CONSTRUCTION														
Open To Traffic	TxDOT																																												

* Note: Schedule assumes that ROW will be acquired by L&G

L&G FUNCTION
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

4:29 PM3/28/2017

EXHIBIT "D"
CONTRACT RATES

L&G Consulting Engineers, Inc.

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 17	Contract Rate *FY 18
		Audited Overhead Rate FY 2015	
Senior Project Manager	$ 70.00	$ 198.10	$ 204.04
Engineer - Senior Engineer	$ 58.00	$ 164.14	$ 169.06
Senior Environmental Scientist / Specialist	$ 56.00	$ 158.48	$ 163.23
Engineer - Project Engineer	$ 45.00	$ 127.35	$ 131.17
Right-of-Way Administrator	$ 44.00	$ 124.52	$ 128.26
Geotechnical Engineer	$ 60.00	$ 169.80	$ 174.89
Engineering Lab Manager	$ 37.00	$ 104.71	$ 107.85
Right-of-Way Negotiator	$ 35.00	$ 99.05	$ 102.02
Senior Engineer Tech	$ 32.00	$ 90.56	$ 93.28
Senior Project Inspector	$ 28.00	$ 79.24	$ 81.62
Record Keeper	$ 27.00	$ 76.41	$ 78.70
Environmental Planner/Specialist	$ 28.00	$ 79.24	$ 81.62
Project Inspector	$ 22.00	$ 62.26	$ 64.13
CADD Operator / GIS Analyst	$ 22.00	$ 62.26	$ 64.13
Admin/Clerical	$ 20.00	$ 56.60	$ 58.30
Soil & Aggregate Technician	$ 18.00	$ 50.94	$ 52.47
Concrete Technician	$ 18.00	$ 50.94	$ 52.47
Asphalt Technician	$ 18.00	$ 50.94	$ 52.47

Negotiated Overhead Rate: 153.12%
Negotiated Profit Rate: 12.00%
Multiplier: 2.83

Contract Rates include labor, overhead and profit.

* Base Contract Rates FY 17 increase by 3% per FY (FY 18, etc.)

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.54/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 03/17/2017

L&G Consulting Engineers, Inc.

CONTRACT RATES
GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2017	2018
Mobilization (Drill Rig and Crew)	$454.91/Day	$468.56/Day
Stand-By Time	$200.01/Hr	$206.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.72/Ea.	$5.89/Ea.
Soil Boring / Solid Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Hollow Stem	$32.01/Lf	$32.97/Lf
Soil Boring / Mud Rotary	$32.01/Lf	$32.97/Lf
Mileage (Logger-Soil Tech)	$0.54/Mi.	$0.56/Mi.
Support Truck	$1.70/Mi.	$1.75/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2017	2018
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.87/Ea.	$11.20/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$54.74/Ea.	$56.38/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$54.97/Ea.	$56.62/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$82.05/Ea.	$84.51/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$68.46/Ea.	$70.51/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$98.63/Ea.	$101.59/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$68.46/Ea.	$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$492.30/Ea.	$507.07/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$533.95/Ea.	$549.97/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$218.97/Ea.	$225.54/Ea.
Standard Proctor - ASTM D 698	$211.99/Ea.	$218.35/Ea.
Standard Proctor Soil-Cement - ASTM D 558	$250.00/Ea.	$257.50/Ea.
Modified Proctor - ASTM D 1557	$218.88/Ea.	$225.45/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$24.63/Ea.	$25.37/Ea.
Compressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A)	$85.00/Ea.	$87.55/Ea.
Determination of Soil pH - Tex-128-E	$88.99/Ea.	$91.66/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$164.22/Ea.	$169.15/Ea.
Resistivity of Soils - Tex-129-E	$99.55/Ea.	$102.54/Ea.
Sulfate Content of Soils - Tex-145-E	$88.99/Ea.	$91.66/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$239.53/Ea.	$246.72/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$360.50/Ea.	$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166	$51.45/Ea.	$52.99/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$54.87/Ea.	$56.52/Ea.
Consolidation Test - ASTM D 2435	$537.16/Ea.	$553.27/Ea.
Organic Content – ASTM D 2974 (Method C)	$85.00/Ea.	$87.55/Ea.
Dispersive Charateristics of Soil (Double Hydrometer) – ASTM D4221	$150.00/Ea.	$154.50/Ea.
Dispersive Charateristics of Soil (Crumb Test) – ASTM D6572	$55.00/Ea.	$56.55/Ea.
Classification Of Dispersive Clay (Pinhole Test) – ASTM D4647	$150.00/Ea.	$154.50/Ea.

Coarse & Fine Aggregate Quality Testing	2017	2018
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$61.52/Ea.	$63.37/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$74.44/Ea.	$76.67/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$87.55/Ea.	$90.18/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.71/Ea.	$14.12/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$47.90/Ea.	$49.34/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$47.90/Ea.	$49.34/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$47.90/Ea.	$49.34/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$47.90/Ea.	$49.34/Ea.

JG Approved 03/17/2017

CONTRACT RATES

Coarse & Fine Aggregate Quality Testing (cont.)	2017	2018
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$75.18/Ea.	$77.44/Ea.
L.A. Abrasion - ASTM C131/ Tex-410-A	$581.49/Ea.	$598.93/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$581.49/Ea.	$598.93/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$68.46/Ea.	$70.51/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.65/Ea.	$14.06/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent - ASTM D 2419/Tex-203-F	$75.18/Ea.	$77.44/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$82.06/Ea.	$84.52/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$47.90/Ea.	$49.34/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$16.43/Ea.	$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$61.80/Ea.	$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$82.40/Ea.	$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$88.99/Ea.	$91.66/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	2017	2018
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$92.70/Ea.	$95.48/Ea.
Asphalt Content - Tex-236-F	$92.70/Ea.	$95.48/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$113.30/Ea.	$116.70/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$88.99/Ea.	$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	$618.00/Ea.	$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.45/Ea.	$15.91/Ea.
Lab Molded Density - Tex-207-F	$82.40/Ea.	$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	$927.00/Ea.	$954.81/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$68.46/Ea.	$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$91.10/Ea.	$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$75.23/Ea.	$77.49/Ea.
In-Place Air Voids - Tex-207-F	$25.75/Ea.	$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$92.70/Ea.	$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$239.45/Ea.	$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$41.06/Ea.	$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	$309.00/Ea.	$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	$309.00/Ea.	$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	$103.00/Ea.	$106.09/Ea.
Thermal Profile - Tex-244-F	$180.25/Ea.	$185.66/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$513.02/Ea.	$528.41/Ea.

Concrete/Masonry Field & Laboratory Testing	2017	2018
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	$24.58/Ea.	$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	$27.36/Ea.	$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.36/Ea.	$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$16.40/Ea.	$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$34.23/Ea.	$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$33.45/Ea.	$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$239.38/Ea.	$246.56/Ea.

***(In Conjunction w/ Field Inspection)**

JG Approved 03/17/2017

L&G Consulting Engineers, Inc.

CONTRACT RATES

Miscellaneous Testing		
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.75/Ea.	$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.60/Ea.	$21.22/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.76/Ea.	$26.53/Ea.

Engineering Review, Evaluation, Management & Administration	2017	2018
Test Report	$24.30/Ea.	$25.03/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	2017	2018
Mileage.....	0.54/Mi.	0.56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

JG Approved 03/17/2017

EXHIBIT "E"

Sample Work Authorization

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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

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:
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

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 **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, Professional Engineers of Mercedes, 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 _____, 2017.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Exhibit G - Certificate of Insurance

L&GCO-1 OP ID: KL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

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 Timothy Cabaza	CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com
INSURED L&G Consulting Engineers, Inc dba L&G Engineering 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: United Fire Lloyds — 43559 INSURER B: Texas Mutual Insurance Co. — 22945 INSURER C: Certain Undw. at Lloyds INSURER D: INSURER E: INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321487	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			85321487	07/19/2016	07/19/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001390560	07/19/2016	07/19/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			BIND64440113	07/19/2016	07/19/2017	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured per written contract per form #CG70870215 Primary & Non Contributory per form CG20010413 & IL71051014; Waiver of Transfer Rights per form CG24040509; Auto: Additional Insured & Waiver of Subrogation per form CA71090105; Primary & Non Contributory per form CA73340915; Worker Comp: Waiver of Subrogation Form WC420304B

CERTIFICATE HOLDER

HIDALC2

Hidalgo County
2802 S Business Hwy 281
Edinburg, TX 78542

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia Cabaza

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

HIDALGO COUNTY
Professional Engineering Services
Contract # C-17-088-04-05
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 the PS&E, Design Survey, ROW Map, and Other Design Related Services needed for Segment I of the Nolana Loop Project (from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd)).

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 **$1,437,341.10.** 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 5** 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
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 proposed improvements to Nolana Loop located within both the City of San Juan and Hidalgo County Jurisdiction, and within the limits of FM 1426 (Raul Longoria Rd.) and FM907 (Alamo Rd.) in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: PS&E, Design Surveying, Traffic Signal Warrants & Design, Geotechnical Testing, Pavement Design, Right-of-Way Mapping, ROW Acquisition Compensable & Permitted Utility Coordination, etc for the Nolana Road project.

LENGTH: 2.19 Miles

HIGHWAY: Nolana Loop

LIMITS: from FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd.)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: ENGINEER	COUNTY	

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps
(Sample ROW Maps and Parcel Plats and field notes attached)

GENERAL SPECIFICATIONS

- a. All data submitted by the surveyor will be legible, organized and well documented.
- b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
- c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
- d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
- e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES
FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING
FC 130 – RIGHT-OF-WAY DATA
Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL
a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS
a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.

l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset

___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
YES	NO	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
YES	NO	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO	NO	(2) Photogrammetric ground control
NO	NO	(a) Establish horizontal control
NO	NO	(b) Establish vertical control points
NO	NO	(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying (1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking.
NO	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities.
NO	NO	(17) Measurement of hydraulic opening under existing bridges.
YES	NO	(18) Obtain elevations of manholes and valves of utilities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
NO	NO	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(22) Inventory signs, mailboxes, and driveways
YES	NO	(23) Survey controlled data sheets per TxDOT guidelines.
NO	NO	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO	(a) Along center line
NO	NO	(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 when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
YES	NO	5. Pavement Design *(continued)*

c. 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:

- **Pavement Borings** ~ Eight (8) Borings will be drilled along existing pavement structure at approximate 0.25 Mile spacing (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground) – SPT Borings
- **Pavement/Irrigation Borings** ~ Four (4) Borings will be drilled along existing pavement structure at approximate 0.25 Mile spacing (Borings will be advanced to a depth of approximately 15 feet below the existing top of natural ground) – SPT Borings

(Note: The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The engineer will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
Re-grading the site or portions of the site after drilling activities are completed;
Site safety meetings that may be required;
Encountering hazardous or contaminated soils or substances during our field activities.

The engineer will notify the Owner should these services become necessary to complete field exploration activities, and if approved by the Engineer, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the engineer on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized to determine whether or not a subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option. Additionally, high presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

Lime Series Testing (Tex-121-E)
This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for pavement subgrade.

III. Geotechnical Engineering Services

The engineer will utilize information gathered from the field and laboratory testing to generate Geotechnical Engineering results and analyses for the Project. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the Engineer (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

Pavement Analysis & Design Report
Review and Evaluate Existing Pavement Structure
Evaluate Subgrade and Determine Subgrade Modulus
Analyze Soil Stabilization Measures (Lime Series, Sulfate, PI, etc.)
Research Traffic and PMIS Data (FWD) for Pavement Design Model
Flexible Pavement Design Based on FPS 21 (w/ Triaxial Check)
Develop Pavement Material Recommendations
Geotechnical Report incl Pave Design Sections & Recs. - Pavement
Meetings/Coordination

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)

d. Traffic Data for Pavement Design by STATE
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 TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Map
NO	NO	a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
YES	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
YES	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
NO	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
		c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
YES	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
YES	NO	1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (12) Quantities of existing pavement markings to be removed
   (13) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	2. Summary of Small Signs Tabulation
YES	NO	3. Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4. Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
YES	NO	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
YES	NO	(a) Confirm power source
YES	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
YES	NO	(c) Adjustment of overhead utility lines
YES	NO	(2) Prepare governing specifications and special provisions list
YES	NO	(3) Prepare project estimate
YES	NO	d. Summary of Quantities

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.
NO	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) 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.

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
NO	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be

shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
NO	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
YES	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a) New O.S.B. structure(s)
NO	NO	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2) High Mast Illumination Poles (HMIP)
NO	NO	(3) Traffic Signal Supports
NO	NO	(4) Conventional Illumination Poles
NO	NO	(5) Sound Barrier Walls
NO	NO	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
NO	NO	c. 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)
		8. Agreements
YES	NO	a. Utility Agreements
YES	NO	b. Exhibits for Utility Agreements
NO	NO	c. Railroad Agreements
		d. Railroad Exhibits
NO	NO	(1) Railroad Underpasses
NO	NO	(2) Railroad Overpasses
NO	NO	(3) Railroad Grade Crossing (Replanking)
NO	NO	(4) Railroad Grade Crossing Warning Systems (Signals)
NO	NO	(5) Other Miscellaneous Sketches for Railroads
NO	NO	e. Traffic Signal Agreements

NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

SECTION 14 - ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

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.

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
PS&E	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).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Title Sheet
Project Layout
Sequence of Work
Detour Layouts & Profiles
Construction Pavement Markings
Signing & Barricades
Construction Sign & Beacons
Typical Sections
Shaping & Finishing Sections
Slopes Adjacent to Shoulders
Estimate & Quantities
General Notes & Specification Data
Grading Summary
Miscellaneous Summaries (See following "SUMMARIES" heading)
Horizontal Curve Data & Alignment Layouts
Drainage Summaries
Structure Summaries
Erosion Control Summary & Details
Plan/Profile Sheets
Erosion Control Summary & Details
Pavement Contours
Superelevation Transition (If Required)
Grading Contours
Guard Fence Layouts
Storm Water Pollution Prevention Plans (SW3P)
Drainage Area Maps
Hydraulic Data
Drainage Sheets
Bridge Hydrology Sheets
Inlet & Manhole Details
Utility Support Details
Culvert Cross Sections & Details
Special Culvert Designs
Special Drainage Details
Chain Link Fence Locations
Ramp Details Sheet
Removal Item Sheet - Including detours
(Shown in detour summary, No payment for removal; subsidiary to construction detours)
Pavement Details
Pavement Standard Modification for Concrete Shoulder
Concrete Pavement Continuously Reinforced (CPCR)
Concrete Pavement Contraction Design (CPCD)
Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
Bridge Approach Slab Details
Vehicle Attenuator Details
Miscellaneous Details
Wheelchair Ramps
Pavement Marking Details
Modified Standards
List of Standards
Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Permanent Lighting Plans, Quantities & Standards
Bridge Layout(s)
Bridge Details
Retaining Wall Layout(s)
Retaining Wall Details
Pumphouse Details
Underdrain Details (Retaining Walls)
Culvert Standards
Soil Profile
Temporary Traffic Signals
Design Cross Sections
Estimate
List of Standard Specification, Special Provisions & Special Specifications
Detour Special Provisions (If Required)
Construction Time Estimate
Critical Path Method (CPM)
Unit Price Documentation

Miscellaneous

Conduit Requirements
Traffic signal Requirements

Summaries

Salvaging and Placing Topsoil
Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Remove Old Concrete Curb of Curb and Gutter (C&G)
Remove Old Concrete Pavement
Remove Old Concrete Riprap
Remove Metal Beam Guard Fence
Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
Temporary Guard Fence (TEMPGF)
Summary of Concrete Flumes
Curbs
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Large Structure
Concrete Riprap (RR8 & RR9)
Temporary Portable Concrete Barrier (PCBR)
Concrete Traffic Barrier
Vehicle Attenuator
Guard Rail Energy Absorbing Terminal (Great System)
Pavement Markings & Blast Cleaning (Thermoplastic)
Retaining Walls
Large Structure Summaries
Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Summaries

Earthwork (Roadway & Channel) & Channel Details
Culverts
Detours
Seeding or Mulch Sod - Quantity Only
Inlet & Manholes
Sidewalks
Construction Pavement Markings
Driveways
Concrete Median
Storm Sewers
Head Walls & Safety End Treatments
Curb Openings
Manholes
Chain Link Fence, Remove & Replace Chain Link Fence
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #2

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
WA#1 ~ Nolana Loop Project
From FM 1426 (Raul Longoria Rd) To FM 907 (Alamo Rd)
Length = 2.19 miles

TASK AND DESCRIPTION	FIRM	2017												2018												2019												2020				2021			
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase II: PS&E and Other Design Related Services																																													
PS&E																																													
Design Survey	L&G																																												
Compensable Utility Oversight	L&G																																												
Outfall Coordination with HCDD #1	L&G																																												
30% PS&E Completion	L&G																																												
60% PS&E Completion	L&G																																												
90% PS&E Completion	L&G																																												
95% PS&E Completion	L&G																																												
100% Mylars	L&G																																												
TxDOT Plan Set Approval	TxDOT																																												
ROW Map																																													
Prepare ROW Map	L&G																																												
TXDOT Review & Revisions	TxDOT																																												
TxDOT ROW Map Approval	TxDOT																																												
ROW Acquisition (Est. 30 Parcels)*																																													
ROW Release (Dependent on Availability of Funds)	TxDOT																																												
Project Administration	L&G																																												
Coordination with County & TxDOT	L&G																																												
Title Commitments	L&G																																												
Appraisal Reports	L&G																																												
Appraisal Review Reports	L&G																																												
Appraisal Update Reports	L&G																																												
Approved Values by TxDOT	TxDOT																																												
Acquisition Negotiation Offers	L&G																																												
Title Curative Process	L&G																																												
Title Commitment Updates	L&G																																												
Payments for Parcels	L&G																																												
L&G Condemnation Support Process	L&G																																												
Eminent Domain Proceedings by County	County																																												
Title Insurance Policies	L&G																																												
Consumation of Outstanding Cases	L&G																																												
Phase III: Construction																																													
Let Project (Est. Earliest Date: Aug 2019)	TxDOT																																												
Construction Duration	L&G																														EST 20 MONTHS CONSTRUCTION														
Open To Traffic	TxDOT																																												

* Note: Schedule assumes that ROW will be acquired by L&G

L&G FUNCTION
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

4:30 PM3/28/2017

EXHIBIT D
WA#1 ~ FEE PROPOSAL

Nolana Loop Project
Segment 1 ~ FM 1426 (Raul Longoria Rd) to FM 907 (Alamo Rd)
HIDALGO COUNTY PRECINCT #2

		MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	TASK							
	WA #1 - Nolana Segment 1 PS&E, ROW Mapping, & Surveying							
1	Coordination and Management of Subconsultant for ROW Map, Field & Design Survey	30	40	60			130	$ 20,149.60
1a	SUB: ROW Mapping, Field Surveys for Design & Construction	(See fee breakdown on Page 2 of 6 from CDS Muery)						$ 185,500.00
2	PS&E Development	360	1100	2100	3342	238	7140	$ 835,427.32
3	Engineering Fee to Submit through TxDOT a set of Plans with FWWA oversight	40	150	300	388	38	916	$ 108,038.08
4	Traffic Signal Warrants & Design Support ~ Coordination and Management of Subconsultant for Traffic Signal Warrants & Design	64	80	106			250	$ 39,308.70
4a	SUB: Traffic Signal Warrants & Design (FM 1426, Cesar Chavez, FM 907)	(See fee breakdown on Page 3 of 6 & 4 of 6 from ETSI)						$ 64,711.10
5	Geotechnical Testing and Pavement Design	(See fee breakdown on Page 5 of 6 & 6 of 6)						$ 95,961.24
6	Permitted Utilities Coordination to adjust	40	80	230	406	20	776	$ 88,245.06
	Subtotal Hours	**534**	**1450**	**2796**	**4136**	**296**	**9212**	
	Hourly Base Rate	$ 70.00	$ 58.00	$ 45.00	$ 32.00	$ 20.00		
	FY 17 Contract Hourly Rate w/ OH Mult. (153.12%) & Fixed Fee (12.00%)	$ 198.10	$ 164.14	$ 127.35	$ 90.56	$ 56.60		
	Total Labor Costs	**$ 105,785.40**	**$ 238,003.00**	**$ 356,070.60**	**$ 374,556.16**	**$ 16,753.60**	**$ 1,091,168.76**	**$ 1,437,341.10**

Total Project Fee (Work Authorization #1): $1,437,341.10

CDS muery
ENGINEERS • SURVEYORS

CSJ: 0921-02-361
Highway: Nolana Road
County: Hidalgo

Exhibit D

Fee Schedule
Lump Sum

Task #	Labor/Staff Classification	RPLS Project Manager	RPLS	Senior Survey Technician	Survey Technician	Admin/Clerical	3-Person Survey Crew	Hours	Labor Cost
	Rate	$150.00	$125.00	$100.00	$70.00	$75.00	$175.00		
	Right-of-Way Surveying (30 Parcels) FC 130								
3.1	Abstract Map	4	8	14	74			100.00	$8,180.00
3.2	ROW Map	16	45	38	148		72	319.00	$34,785.00
3.3.1	Property Descriptions	8	16	20	54	8		106.00	$9,580.00
3.3.2	Parcel Plats	8	14	58	74	7	62	223.00	$25,305.00
4.3	Monument Parcels			8	15		34	57.00	$7,800.00
4.4	Monument Existing ROW			8	16		32	56.00	$7,520.00
4.5	Surveyor's Report	2	6	8	14			30.00	$2,830.00
	ROW Total Labor Hours	**38.00**	**89.00**	**154.00**	**395.00**	**15.00**	**200.00**	**891.00**	
	ROW Total Labor Cost	**$5,700.00**	**11,125.00**	**15,400.00**	**27,650.00**	**1,125.00**	**35,000.00**		**$96,000.00**
	Design Surveying FC 150								
1a	Primary Control	2	2	10	8		28	50.00	$7,010.00
1b & 1c1	Secondary control	2	2	18	14		44	80.00	$11,030.00
1c2,3,4,7,8,9,16,18,	Cross sections and planimetric data collection	6	10	12	57		118	203.00	$27,990.00
1c5	Right Of Entry	4	6	14	40	20		84.00	$7,050.00
1c6	ROW Construction Staking for utility adjustments			10			28	38.00	$5,900.00
1c10	Utility locates and ties	2	2	10	20			34.00	$2,950.00
1c12	Driveway inventory	3	5	14	18			40.00	$3,735.00
1c22	Sign and mailbox inventory	2	5	12	24			43.00	$3,805.00
4.7,9	Horizontal and Vertical Control Book / Survey Report	4	6	22	25			57.00	$5,300.00
4.8	Mylar Control Sheets	5	4	12	24	8		53.00	$4,730.00
	Design Total Labor Hours	**30.00**	**42.00**	**134.00**	**230.00**	**28.00**	**218.00**	**682.00**	
	Design Total Labor Cost	**$4,500.00**	**$5,250.00**	**$13,400.00**	**$16,100.00**	**$2,100.00**	**$38,150.00**		**$79,500.00**
	Right of Way Retracement								
1	Right of Way Retracement	6	12	20	40		16	94.00	$10,000.00
	Design Total Labor Hours	**6.00**	**12.00**	**20.00**	**40.00**	**0.00**	**16.00**	**94.00**	
	Design Total Labor Cost	**$900.00**	**$1,500.00**	**$2,000.00**	**$2,800.00**	**$0.00**	**$2,800.00**		**$10,000.00**

Project Total:	**$185,500.00**

EXHIBIT B "FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN
NOLANA LOOP - FROM FM 1426 TO FM 907

Ergonomic Transportation Solutions, Inc.

PERMANENT AND TEMPORARY TRAFFIC SIGNAL DESIGN ALONG NOLANA LOOP			MANHOURS						
			No. of sheets (estimated)	Project Manager	Senior Transp. Engineer	Transportation Engineer	CADD Designer	Administrative Assistant	Total
TASK									
	1	General Notes	n/a		2	4		4	10
	2	Basis of Estimate	1	2	8	8	8		26
	3	Condition Diagram	3	4	8	8	16		36
	4	Proposed Signal Plan Layout	6	12	32	52	52		148
	5	Signal Phasing/Timing	n/a	6	12	12	4		34
	6	Electrical Schedules	3	6	16	24	16		62
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	2	8	12	12		34
	8	Standard Sheets List	12		4	4			8
	9	Specifications and Cost Estimate	1	4	12	12	8		36
	10	Coordination and Meetings	n/a	12					12
	11	TEMPORARY TRAFFIC SIGNALS	2	8	24		32		64
		Subtotal	**28**	**56**	**126**	**136**	**148**	**4**	**470**

Total Sheets/Labor Hours	**28**	**56**	**126**	**136**	**148**	**4**	**470**
Contract Rates		$ 65.00	$ 42.00	$ 31.80	$ 23.00	$ 19.00	
Direct Salary Cost		$ 3,640.00	$ 5,292.00	$ 4,324.80	$ 3,404.00	$ 76.00	$ 16,736.80
Overhead Multiplier	165.260%	$ 6,015.46	$ 8,745.56	$ 7,147.16	$ 5,625.45	$ 125.60	$ 27,659.24
Fixed Fee	12.50%	$ 1,206.93	$ 1,754.69	$ 1,434.00	$ 1,128.68	$ 25.20	$ 5,549.50
Total Labor Costs		**$ 10,862.40**	**$ 15,792.25**	**$ 12,905.96**	**$ 10,158.13**	**$ 226.80**	**$ 49,945.54**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES		
Printing Reproduction	$ 60.00	
Travel	$ 450.00	
Deliveries	$ 74.95	
Total Expenses		**$ 584.95**

ETSI Total Cost **$ 50,530.49**

EXHIBIT C "FEE SCHEDULE" - TRAFFIC SIGNAL WARRANT STUDY'
NOLANA LOOP - FROM FM 1426 TO FM 907

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL WARRANT STUDY				MANHOURS				
				Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK								
	1	Collect Data and Conduct Field Investigations			12	12		24
	2	Assess Collected Data			4	4		8
	3	Accident Analysis			8			8
	4	Collision Diagram			2	6		8
	5	Intersection Exhibits			2	6		8
	6	Signal Warrant Analysis		2	24	12		38
	7	Photo Album				4		4
	8	Recommendations		2	4			6
	9	Traffic Signal Warrant Study Report		2	14	12	12	40
		Subtotal		**6**	**70**	**56**	**12**	**144**

Total Sheets/Labor Hours		**6**	**70**	**56**	**12**	**144**
Contract Rates		$ 65.00	$ 31.80	$ 23.00	$ 19.00	
Direct Salary Cost		$ 390.00	$ 2,226.00	$ 1,288.00	$ 228.00	$ 4,132.00
Overhead Multiplier	165.260%	$ 644.51	$ 3,678.69	$ 2,128.55	$ 376.79	$ 6,828.54
Fixed Fee	12.50%	$ 129.31	$ 738.09	$ 427.07	$ 75.60	$ 1,370.07
Total Labor Costs		**$ 1,163.83**	**$ 6,642.77**	**$ 3,843.62**	**$ 680.39**	**$ 12,330.61**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction	$	-
Travel	$	450.00
Delivery	$	-
Collect 12 hr Turning Movement Counts (Outsourced)	$	1,400.00
Total Expenses	**$**	**1,850.00**

ETSI Total Cost **$ 14,180.61**

Exhibit D
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

			MANHOURS					
		Nolana Rd. Project (Section I - FM 1426 to FM 907) ***Client: Hidalgo County Pct. 2***	Senior Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin/Clerical	Total
	TASK							
		Pavement Analysis & Design Report						
	1	Review and Evaluate Existing Pavement Structure			24			24
	2	Evaluate Subgrade and Determine Subgrade Modulus		4	32			36
	3	Analyze Soil Stabilization Measures (Lime Series, Sulfate, PI, etc.)		4	32			36
	4	Research Traffic and PMIS Data (FWD) for Pavement Design Model			48			48
	5	Flexible Pavement Design Based on FPS 21 (w/ Triaxial Check)	8	48	140			196
	6	Develop Pavement Material Recommendations	8	12	24			44
	7	Geotechnical Report incl Pave Design Sections & Recs. - Pavement	8	20	80	24	16	148
	8	Meetings/Coordination	8	4	4		4	20
		Subtotal	**32**	**92**	**384**	**24**	**20**	**552**
Labor Hours			**32**	**92**	**384**	**24**	**20**	**552**
Contract Rate w/ Audited Overhead Rate of 153.12% & 12% Profit			$ 198.10	$ 164.14	$ 127.35	$ 62.26	$ 56.60	
Total Labor Costs			**$ 6,339.20**	**$ 15,100.88**	**$ 48,902.40**	**$ 1,494.24**	**$ 1,132.00**	**$ 72,968.72**

LINE ITEM EXPENSES

Printing Reproduction (Estimated 3 Reports x Approx. 100 Pages per Report)	$ 300.00	
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 22,692.52	
* - *(Please see page 2, for detailed estimates of testing)*		
Total Expenses	**$ 22,992.52**	
L&G Laboratory Total Cost		**$ 95,961.24**

Exhibit D
Geotechnical Field and Laboratory Services
Nolana Rd. Project (Section I - FM 1426 to FM 907)
Prepared for Hidalgo County Pct. 2

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Engineer		Hours	2	$ 164.14	$ 328.28
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	8	$ 50.94	$ 407.52
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	40	$ 0.54	$ 21.60
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	4	$ 454.91	$ 1,819.64
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	140	$ 32.01	$ 4,481.40
	1b. Soil Boring (Mud Rotary)		Feet			$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.			$ -
	3. Field Logger / Engineering Tech		Hour	32	$ 50.94	$ 1,630.08
	4. 24 Hr. Water Level Observations		Hour	2	$ 50.94	$ 101.88
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	160	$ 1.70	$ 272.00
	7. Vehicle Charge		Mile	200	$ 0.54	$ 108.00
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	6	$ 127.35	$ 764.10
	3. Project Engineer (Logs & Summaries)		Hours	6	$ 127.35	$ 764.10
	4. Moisture Content		Ea.	28	$ 10.87	$ 304.36
	5. Atterberg Limits		Ea.	28	$ 82.05	$ 2,297.40
	6. -200 Determination		Ea.	28	$ 68.46	$ 1,916.88
	7. Sieve Analysis (w/ Hydrometers)		Ea.			$ -
	8. UC Testing (w/ Unit Weight)		Ea.			$ -
	9. Consolidation Testing		Ea.			$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content		Ea.	12	$ 88.99	$ 1,067.88
	12. Determination of Soil pH		Ea.			$ -
	13. Lime Series Testing (5 Pt.)		Ea.	12	$ 533.95	$ 6,407.40
	Project Sub-Total (Geo Field and Lab)					$ 22,692.52

L&G Engineering
Transportation Consultants

March 28, 2017

Hon. Eduardo "Eddie" Cantu
Attn: Erika Zamora – Director of Management Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Nolana Loop Project
C-17-088-04-05
Limits: from FM 3662 (Raul Longoria) to Alamo Rd. (FM907)

Dear Commissioner Cantu:

We would like to inform you of the subcontractors that we will be using on the Nolana Loop Project ~ Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Surveying and Traffic Signal Services for the above referenced project.

Subcontractor:

Surveyor:
Mr. Michael Wood, RPLS
CDS Muery
2290 W. Pike Blvd. ~ Suite #102
Weslaco, Texas 78596
Phone (956) 854-4930

Traffic Signals:
Mr. Harry Simeonidis, P.E.
Ergonomic Transportation Solutions, Inc.
11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Phone (713) 956-9601

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Engineering Contract - Review

From : Steve Crain <scrain@atlashall.com> Thu, Mar 30, 2017 12:06 PM
Subject : RE: Engineering Contract - Review 5 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

The contract is OK.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, March 30, 2017 9:32 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>; armando garzajr <armando.garzajr@co.hidalgo.tx.us>
Subject: Engineering Contract - Review

Good morning Steve,

Attached please find an engineering contract with L&G for your review.

L&G was ranked and approved for contract negotiation for the Nolana Loop Project by Commissioners Court on 2/6/17.

We will be placing this contract on the agenda for approval on 4/5/17.

Please review and let me know if you recommend any changes.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

image001.jpg

369 B



image002.jpg
2 KB



image003.png
1 KB



image004.png
2 KB

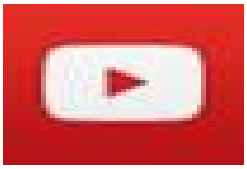


image005.jpg
1 KB

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:
2017-184924

Date Filed:
03/29/2017

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 services, goods, or other property to be provided under the contract.
C-17-088-04-05
Hidalgo County Pct#2 - Nolana Loop Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Jacinto	Mercedes , TX United States	X	
Sandoval, Armando J.	Mercedes , 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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 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 31st day of March, 20 17, 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
Alicia Rodriguez	Alicia Rodriguez	Notary

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:
2017-184924

Date Filed:
03/29/2017

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 services, goods, or other property to be provided under the contract.
C-17-088-04-05
Hidalgo County Pct#2 - Nolana Loop Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Jacinto	Mercedes , TX United States	X	
Sandoval, Armando J.	Mercedes , 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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 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 31st day of March, 20 17, 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
Alicia Rodriguez	Alicia Rodriguez	Notary

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:
2017-184924

Date Filed:
03/29/2017

Date Acknowledged:
03/31/2017

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 services, goods, or other property to be provided under the contract.

C-17-088-04-05
Hidalgo County Pct#2 - Nolana Loop Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Jacinto	Mercedes , TX United States	X	
Sandoval, Armando J.	Mercedes , 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-59200 **Purchasing Department** **22. C. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $85,635.36) as submitted by project engineer, B2Z Engineering LLC, to provide construction phase services for the Countywide Mechanic Shop Project, through Contract #C-16-326-08-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1350-431-00-122-122-0-730

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

BUDGETARY IMPACT:

Funding available upon rollover of 2016 CO balances in the amount of $1,200,000.00.

Attachments

Work Authorization #4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 01:42 PM
Budget & Management	Veronica Ortiz	03/31/2017 02:45 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Erika Zamora		Started On: 03/31/2017 11:25 AM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-326-08-23

WORK AUTHORIZATION NO. 4

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, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "Construction Phase Services" to assist Hidalgo County Pct#2 with the construction of the Countywide Shop.

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 **$85,635.36**. 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 Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 4 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 Cantu, as to content and detail of this **Work Authorization No. 4.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 4/5/17 as indicated below and effective as of _____ day of _____, 2017.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Reza Badiozzamani, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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 6 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.
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 I - 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 Services for "Road and Bridge, C.I.P. and Other Projects in General" Work Authorization No. 4 ~ Construction Phase Services - Countywide Shop (FC102 & FC320)

ENGINEER shall mean B2Z Engineering.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean The Warren Group

EXHIBIT B

Scope of Services to be provided by the Engineer

Hidalgo County Precinct 2 ~ Const. Phase Services - County Wide Shop:

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Meetings, Coordination & Support for Project Development

1) The ENGINEER shall provide coordination services and shall assist in meetings and workshops with Hidalgo County Purchasing Dept., Hidalgo County Drainage District No. 1, Hidalgo County Pct#2, and all other affected parties. The ENGINEER shall serve as representative for the Owner in coordination items. The ENGINEER shall coordinate with the Owner's staff on all Project related items.

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

The ENGINEER will provide construction phase services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

1) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

3) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

4) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

5) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

EXHIBIT B

Scope of Services to be provided by the Engineer

b) Construction Inspector(s). The ENGINEER will furnish the services of a Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to project specifications.

Miscellaneous Technical Activities:

1) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe material testing and/or independent assurance testing as outlined in the construction contract specifications.

B2Z ENGINEERING

EXHIBIT D
FEE PROPOSAL

Construction Phase Services - Countywide Shop
Construction Management ~ (Inspection, and other Field Related Activities)

Hidalgo County Precinct 2

Work Authorization No. 4

Hidalgo County Precinct #2 *Construction Phase Services - Countywide Shop* *(Construction Management ~ Inspection, and other Field Related Activities)*			MANHOURS				
			Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical	Total
TASKS							
COUNTYWIDE SHOP							
	1	Construction Management & Construction Inspection	48	210	280	72	610
	2	Meetings and Coordination with Hidalgo County Precinct 2, HCDD#1, & Architect of Record	8	40	2	4	54
		Subtotal	**56**	**250**	**282**	**76**	**664**
Labor Hours			**56**	**250**	**282**	**76**	**664**
Hourly Base Rates			$ 80.00	$ 52.00	$ 28.00	$ 20.00	
Contract Rate FY2017			$ 244.73	$ 159.07	$ 85.65	$ 61.18	
Total Labor Costs			**$ 13,704.88**	**$ 39,767.50**	**$ 24,153.30**	**$ 4,649.68**	**$ 82,275.36**

Direct Expenses Mileage: $0.56/mile (Estimated at a 10 month construction duration ~ 30mile round trip) $ 3,360.00

Total Direct Expenses ***$ 3,360.00***

B2Z Engineering Total Cost **$ 85,635.36**

AI-58994 **Purchasing Department** **22. C. 3.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (7) & (A) an item that can only be obtained from one source;
B. Requesting approval of a "Sole Source Declaration" for SignCAD Systems, Inc. for the purchase (through the requisition/PO protocol) of the SignCONE (software & related items/services) for all Hidalgo County Elected Offices (commencing with Hidalgo County Precinct No. 2), Departments, Programs and/or Agencies (all funding sources) with the declaration to remain in effect unless otherwise revoked by Hidalgo County Commissioners' Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-761

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

BUDGETARY IMPACT:

Req#339310

Attachments

req
Sole Source Declaration
Affidavit
HB1295
Letter from Vendor

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/27/2017 01:27 PM
Budget & Management	Veronica Ortiz	03/27/2017 01:30 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Heidi Ortiz		Started On: 03/16/2017 01:55 PM
Final Approval Date: 03/31/2017		

Requisition

Req # 00339310

PO #

Date: 03/23/17

Bill To: x
x

Vendor : 336068
SIGNCAD SYSTEMS, INC.
10590 WAYZATA BLVD., STE 230
MINNETONKA MN 55305
FAX (952)544-9561

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ARMANDO POMPA**
956-787-1891

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SOLE SOURCE VENDOR APPROVED ON CC AI# 04/05/17 PCT 2 ROAD MAINTENANCE - SOFTWARE TO PLAN SAFER WORK ZONES ON ROAD PROJECTS. DO NOT DUPLICATE ORDER		
2.00	EACH	CONZONE, TRAFFIC CONTROL PLAN SOFTWARE.	1,900.00	3,800.00
1.00	EACH	25TH ANNIVERSARY SPECIAL (BUY 1 CONEZONE, GET 1 FREE) VALID THROUGHT 04/30/17	-1,900.00	-1,900.00
		NOTE: INCLUDED WITH CONEZONE ARE THE FOLLOWING ITEMS: CONEZONE SOFTWARE DOWNLOAD WITH INSTALLATION AND USER GUIDE CONEZONE SUPPORT THROUGHTOUT ONE-YEAR WARRANTY PERIOD (8:30AM-4:30 PM M-F) VIA PHONE, E-MAIL OR GOTOMEETING. INDLUDES FREE CONEZONE SOFTWARE UPDATES AS THEY BECOME AVAIABLE DURING THE ONE-YEAR WARRANTY PERIOD.		
		Account No	Encumbrance	
		7-1200-431-00-122-006-0-761	1,900.00	
			Freight	.00
			Total	1,900.00

Authorized By: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: April 4, 2017

RE: "Sole Source Declaration" – SignCAD Systems, Inc.

Hidalgo County Precinct No. 2 requires the purchase of ConeZONE Mapping Software which is manufactured by SignCAD Systems, Inc. SignCAD Systems, Inc. is the manufacturer of SignCAM, SignTRACK, and ConeZONE, and is the sole source vendor, worldwide, of SignCAD, SignCAM, SignTRACK, and the ConeZONE software, their support, training, and maintenance. SignCAD Systems, Inc. owns copyrights and trademarks on this specialized software that is not available from any other source. All SignCAD Systems' products are completely integrated and are designed to operate with ease and accuracy of information between all processes which cannot be achieved with the use of individual software packages.

ConeZONE is a stand-alone database drive CAD (Computer Aided Design) application and the only application that is actually driven by work zone standards that are built into the software. The complete library of TTC (Temporary Traffic Control) devices as defined in part 6F of the Federal and State Manual, as well as the entire MUTCD (Manual on Uniform Traffic Control Devices) Part VI is included not only for reference but as electronic standards that automatically design and layout the work zone. Devices are plotted with complete accuracy. Reports and take offs show quantity, square footage, location, and phasing. The user can verify all of the information and modify the layout manually to accommodate site condition with all results instantly updated, showing new quantities and locations. MicroStation and AutoCAD files can be imported or attached in ConeZONE as base drawings. Google Earth or other jpg images can be attached, stitched together and scaled in ConeZONE to be used as base images for the accurate layout of devices over them. Layouts for work at intersections, detour plans, traffic control plans, and permanent signing and striping plans can easily be designed and replicated onto other alignments. Devices can be added, edited, or removed. In each case, the layout shows updated dimensions and the tabulation automatically updates each time the file is saved. The export function allows the user to export a ConeZONE temporary traffic control plan as a MicroStation dgn file or AutoCAD file. The resulting MicroStation or AutoCAD file can be attached as an external reference or imported into another file. Editing automatically updates the tabulation where the drawing is saved so you get a constantly updated tabulation of devices and square foot of signage in the drawing. Tabulations show distances and offsets and can be exported to Excel. Layouts can be copied and pasted from one alignment to another, such as when copying common cross street layouts to one another, or copying a lane closer from one location to another. Based on user-selected project information, ConeZONE mapping software is able to plot accurate CAD drawings and generate reports for every phase of the project.

Therefore, Hidalgo County Precinct No. 2 requires the purchase of ConeZONE software system as "Turnkey Solutions" (i.e. any/all equipment, parts, incidentals, accessories and installation, and training of same) with services to be rendered according to Hidalgo County Purchasing Policies. Services to include if necessary, all other related Hidalgo County Precincts or Departments (from all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners' Court.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Lynn Berg a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Lynn Berg. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: SignCAD Systems
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   Cone Zone
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature:

SWORN AND SUBSCRIBED TO under oath before me on 17th day of March, 2017

Haochen Hu Sneve
Notary Public

Haochen Hu Sneve
Printed Name

01-31-2021
My Commission Expires



Company Name: SignCAD Systems, Inc.
Address, City, State & Zip Code: 10590 Wayzata Blvd., Suite 230
Phone Number: 952-544-9559 Fax: 952-544-9561
Contact Name and Title: Lynn Berg, Operations Manager
WEB Address: www.signcad.com Email: sales@signcad.com
Federal Tax ID Number: 41-1829616 Texas Sales Tax Number: N/A

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:
2017-181732

Date Filed:
03/22/2017

Date Acknowledged:
03/23/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SignCAD Systems, Inc.
10590 Wayzata Blvd., Suite 230, MN 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 services, goods, or other property to be provided under the contract.

1027-109-HGO
ConeZONE traffic control plan software

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

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:
2017-181732

Date Filed:
03/22/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SignCAD Systems, Inc.
10590 Wayzata Blvd., Suite 230, MN 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 services, goods, or other property to be provided under the contract.

1027-109-HGO
ConeZONE traffic control plan software

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.

HAOCHEN HU SNEVE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2021

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lynn A. Berg, this the 23rd day of March, 20 17, to certify which, witness my hand and seal of office.

Haochen Hu Sneve — Haochen Hu Sneve — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SignCAD®
NO SPEED LIMITS

Monday, January 30, 2017

Francisco Marin
Special Projects Manager
Hildago County
4011 S Veterans Blvd
San Juan, TX 78589

Dear Frank:

This is to certify that SignCAD Systems, Inc. is the manufacturer of SignCAD, SignCAM, SignTRACK and ConeZONE, and is the sole source of the SignCAD, SignCAM, SignTRACK and ConeZONE software, their support, training and maintenance. SignCAD Systems, Inc. is a Minnesota corporation, Federal Tax ID No: 41-1829616.

If you have any further questions, please call 1-800-722-6997.

Sincerely,

Lynn A Berg,
Operations Manager,
SignCAD Systems, Inc.

AI-58660 **Purchasing Department** **22. C. 4.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a Construction Contract document for Hidalgo County Precinct No. 2 for the **"Regional Linear Park Project"-**(CC award of bid AI 58348 on 02/21/2017) to **Clore Construction, LLC, Harlingen, TX** in the total amount of **$1,987,751.58** for contract # C-16-378-02-21 subject to compliance with HB 1295 when and if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 1315-452-00-122-110-0-740

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

BUDGETARY IMPACT:

*pending rollover into 2017

Attachments

C-16-378-02-21-Regional Linear Park Project

Form 1295-Clore

SAM.GOV

TxDOT Concurrence

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/25/2017 01:54 PM
Budget & Management	Veronica Ortiz	03/27/2017 07:58 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Yolanda Velasquez Started On: 02/22/2017 11:28 AM

Final Approval Date: 03/31/2017

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

Regional Linear Park Project – Phase 1
(From San Antonio Avenue to Ridge Road)

BID NO. 2016-378-11-30-YZV

November 30, 2016

PREPARED FOR:
Hidalgo County Precinct No. 2

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

COMMISSIONER
EDUARDO "EDDIE" CANTU

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 22, 2017

Geoffrey Clore, GM
Clore Construction LLC
21220 FM1420
Harlingen, Texas 78550

RE: C-16-378-02-21
Bid Award for: Hidalgo County Precinct No. 2 –Regional Linear Park Project

Dear Mr. Clore;

In order to process the award of bid/contract resulting from this bid, 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 bid, 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 No.: C-16-378-02-21. 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, 2017the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us on or before Friday, February 24, 2017. 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/yzv

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

November 07, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY –PRECINCT 2**
Request for Bids -**"REGIONAL LINEAR PARK PROJECT- PHASE 1"**
Bid No: 2016-378-11-30-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration, **as packets have been modified as of 2016.**

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/yzv

Enclosures

TABLE OF CONTENTS
Regional Linear Park Project - Phase I
(From San Antonio Avenue to Ridge Road)

1) Request for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Bond
6) Proposal to Hidalgo County
7) Total Bid Amount
8) Bid Proposal
9) Child Support Business Ownership Form
10) Disclosure of Lobbying Activities
11) Certifications by Proposal Signature
12) Notice to Contractor
13) Differing Site Conditions
14) Change Orders
15) Construction Contract
16) Non Collusion Affidavit of Prime Bidder
17) Payment Bond
18) Performance Bond
19) Form FHWA - 1273
20) General Conditions of the Agreement
21) Title 29 Labor
22) Standard General Condition of Construction Contract
23) Supplemental General Condition
24) **Exhibit A** General Notes & Standard Specifications

    a. General Notes
    b. Governing Specifications & Special Provisions
    c. Special Provisions
    d. Special Specifications

25) **Exhibit B**

    a. Sales Tax and Local Sales Tax Certificate
    b. Government Code CH 2258
    c. Davis Bacon - Prevailing Wage Rates
    d. Checklist for Documentation for Road Construction
    e. Change Order (Blank E-b)
    f. Application for Payment
    g. Estimate Quantity Worksheet Sample
    h. Schedule of Values (Blank)
    i. Contract Time Statement
    j. N/A
    k. List of Suppliers
    l. Partial/Final Waiver of Lien
    m. Contractor's Affidavit of Payment of Debts and Claims
    n. Prevailing Wage Rates Certificate Statement
    o. Certificate of Construction Completion
    p. Contractor's Affidavit of Release of Liens
    q. Payment Schedule
    r. Quantity Worksheet

26) **Exhibit C, Insurance**

27) **Exhibit D, (CIQ) Conflict of Interest Questionnaire**

28) **Exhibit E, Vendor/Bidder Application and W-9 Form(s)**

29) **Exhibit F, Certification Regarding Debarment**

30) **Exhibit G, Title VI Appendices "A" through "E"**

31) **Statement of Credentials**

32) **RFB Submittal Checklist**

Hidalgo County would like to invite you to submit a bid on the following:

BID No.:	Project Name:
2016-378-11-30-YZV	Regional Linear Park Project - Phase I

Project scope consists of a share-use trail and will include: Grading, Asphalt, Signing, Pavement Markings, Lighting, Landscaping, and Various Pedestrian Facilities & Elements from RIDGE RD. TO SAN ANTONIO AVE.

Interested contractors may obtain bid packets at Project Engineer's office: **L&G Engineering, Mr. Robert Macheska, P.E., 900 S. Stewart Rd. Suite 3, Mission, Texas (956) 585-1909** for the amount of **$100.00 (non-refundable)**. Proposals will be posted on Hidalgo County's website at: www.co.hidalgo.tx.us.

A **Non-Mandatory** Pre-Bid Conference will be held on **Monday, November 21, 2016 at 3:00 p.m.** at **Hidalgo County Precinct 2 – located at 300 W. Hall Acres, Suite G, Pharr, Tx. 78577**.

Sealed bids shall be properly identified as follows: ***Bidders' name and address*** on the upper left hand corner and "***Bid No. 2016-378-11-30-YZV Regional Linear Park Project – Phase I***" on the lower left hand corner of sealed envelope or packet. Overnight mail shall also be properly labeled on the outside of the 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:	Physical Location:
2812 S. Business Hwy 281 Edinburg, TX 78539	2802 S. Business Hwy. 281(Southeast of Canton Rd & Business Hwy 281), Edinburg, TX 78539

Sealed bids will be accepted until **9:30 am. on Wednesday, November 30, 2016.** They will be opened and read aloud publically at 9:31am in the **Hidalgo County Purchasing Department Conference Room located in the Hidalgo County New Administration Building at 2802 S. Business Hwy 281, Edinburg, Texas**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Eligibility of Bidders: Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by Texas Department of Transportation (TxDOT). If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least fourteen (14) days prior to the date that bids are to be opened. Obtain prequalification forms from the TxDOT Construction Division.

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.

Davis-Bacon Prevailing Wage Rates
Bidders must adhere to Texas State Prevailing Wage Requirements for Hidalgo County and Davis-Bacon Federal Wage Rates, including Certified Payroll. Be advised applicable wage rates may change. 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.

Disadvantaged Business Enterprise Policy
This project is financed in part by Federal funds. A **6% DBE** goal has been established for this project in accordance with 49 CFR Part 26. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246, as amended).

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 Project 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 submitted by **Wednesday, November 23, 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 **13th day** of **October, 2016.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

"Regional Linear Park Project- Phase I"

RFB NO: 2016-378-11-30-YZV

Acceptance Date: **November 30, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez @co.hidalgo.tx.us

Form HCPD-03

1 Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 2 -"REGIONAL LINEAR PARK PROJECT – PHASE 1"** 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.: 2016-378-11-30-YZV HIDALGO COUNTY PRECINCT 2 -"REGIONAL LINEAR PARK PROJECT – PHASE 1 ""** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, NOVEMBER 30, 2016. NO FACSIMILES, EMAILS 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 2 -"REGIONAL LINEAR PARK PROJECT – PHASE 1-RFB NO.: 2016-378-11-30-YZV"** 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.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6. Certification Regarding Debarment (See **Exhibit "F"**); and
7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT 2 -"REGIONAL LINEAR PARK PROJECT – PHASE 1**-RFB NO.: 2016-378-11-30-YZV"
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	November 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. Register at SAMs System for Award Management @ www.sam.gov.

- 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated

therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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 E, 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.

22. 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. (2016-000), 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: yolanda.velasquez@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

HIDALGO COUNTY
PRECINCT 2
"HIDALGO COUNTY PRECINCT 2 -"REGIONAL LINEAR PARK PROJECT – PHASE 1"
BID NO.: 2016-378-11-30-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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: CLORE CONSTRUCTION LLC

Address: 21220 FM 1420 Harlingen TX.

By: x

Printed Name: GEOFFREY CLOR

Title: GENERAL MANAGER

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:
2017-174394

Date Filed:
03/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Clore Construction LLC
Harligen , 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 services, goods, or other property to be provided under the contract.
C-16-378-02-21
Regional Linear Park 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.

NOTARY PUBLIC STATE OF TEXAS
TAYDE LOZANO
Notary ID # 129795872
My Commission Expires
April 23, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Mark Fr the Smith
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 3rd day of March, 20 17, to certify which, witness my hand and seal of office.

Tayde Lozano — Tayde Lozano — Office Manager
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road)"
BID NO.: 2016-378-11-30-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
2802 S Business Hwy 281(Southeast of Canton Rd & Business Hwy 281), Edinburg, Tx 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: Clore Construction LLC
Address: 21220 FM 1420 Harlingen, Tx.
By:
Printed Name: Geoffrey Clore
Title: General Manager.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County **Pct # 2** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday ____ November 30, 2016 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2 **Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road).**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road).**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **140 Working Days "Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ **1,000.00 Dollars** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Mr. Robert Macheska, P.E. at L&G Engineers, 900 S. Stewart Rd,, Ste. 3, Mission, Tx. 78572 , email address rmacheska@lgengineers.com**
and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

HIDALGO COUNTY PRECINCT #2

Regional Linear Park Project – Phase 1

BID BOND

KNOW 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, successors and assigns.

Signed, this _____ day of _____, 2_____.

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 into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(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 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 the penal amount of this obligation is 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 does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations 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

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROPOSAL TO HIDALGO COUNTY

Regional Linear Park Project – Phase 1

Bid No. 2016-378-11-30-YZV

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in **140 Working Days** and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to **Hidalgo County** in the amount of **5% of the Bidder's Total Bid**.

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section ***"CERTIFICATIONS BY PROPOSAL SIGNATURE"*** for additional certifications made by signing this proposal.

Signed:**			
(1)		(2) x Michael Clore	(3)
Print Name:			
(1) Geoffrey Clore		(2) Michael Clore	(3)
Title:			
(1) General Manager		(2) Owner	(3)
Company:			
(1) Clore Construction LLC		(2) Clore Construction	(3)

Signatures shall comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

***When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that **Hidalgo County** reserves the right to reject any and all bids and to waive any minor informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

TOTAL BID AMOUNT

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or **Hidalgo County**.

The contract will be awarded by competitive bidding and on the basis of unit pricing.

It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Unit prices must be submitted in accordance with Item 2 of the Standard Specifications or Special Provision to Item 2 FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

9:42 11-30-16

$ 1,987,751.58 ~~1,996,148.58~~

Total Bid Amount

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	6002		PREPARING ROW Three Hundred twenty-nine DOLLARS and 19/100 CENTS	STA	127.00	329.19	~~49,808.13~~ 41,807.13
104	6036		REMOVING CONC (SIDEWALK OR RAMP) Three DOLLARS and 33/100 CENTS	SY	142.00	3.33	472.86
110	6001		EXCAVATION (ROADWAY) Five DOLLARS and 88/100 CENTS	CY	2,715.00	5.88	15,964.20
132	6006		EMBANKMENT (FINAL)(DENS CONT)(TY C) Twelve DOLLARS and 93/100 CENTS	CY	365.00	12.93	4,719.45
160	6005		FURNISHING AND PLACING TOPSOIL Sixty- Five DOLLARS and 00/100 CENTS	CY	50.00	65.00	3,250.00
164	6023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) zero DOLLARS and 71/100 CENTS	SY	27,606.00	0.71	19,600.26
168	6001		VEGETATIVE WATERING Eleven DOLLARS and 77/100 CENTS	MG	870.00	11.77	10,239.90
170	6001		IRRIGATION SYSTEM Eighty-Five Thousand DOLLARS and 00/100 CENTS	LS	1.00	85,000.00	85,000.00
192	6001		PLANT MATERIAL (4" CNTR) FOUR DOLLARS and 25/100 CENTS	EA	316.00	4.25	1,343.00
192	6016		PLANT BED PREPARATION Seven DOLLARS and 25/100 CENTS	SY	2,364.00	7.25	17,139.00
192	6023		PLANT MATERIAL (15 GAL) (TREE) One hundred Seventy Five DOLLARS and 00/100 CENTS	EA	33.00	175.00	5,775.00
192	6024		PLANT MATERIAL (30 GAL) (TREE) Two hundred Seventy Five DOLLARS and 00/100 CENTS	EA	88.00	275.00	24,200.00

OPENED
9:12 11-30-16
Witnessed

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
192	6026		PLANT MATERIAL (65 GAL) (TREE) Sixhundred Seventy Five DOLLARS and 00/100 CENTS	EA	99.00	675.00	66,825.00
192	6028		PLANT MATERIAL (1 GAL) (SHRUB) TWELVE DOLLARS and 50/100 CENTS	EA	300.00	12.50	3,750.00
192	6031		PLANT MATERIAL (5 GAL) (SHRUB) Thirty-One DOLLARS and 00/100 CENTS	EA	14.00	31.00	434.00
192	6033		PLANT MATERIAL (15 GAL) (SHRUB) Onehundred SixtyOne DOLLARS and 00/00 CENTS	EA	23.00	161.00	3,703.00
192	6045		PLANT MATERIAL (MIN 2 1/2" CAL) (B&B) Twohundred Fifty One DOLLARS and 00/100 CENTS	EA	121.00	251.00	30,371.00
192	6049		PLANT MATERIAL (MIN 4' TRNK HT) (PALM) Threehundred EightyOne DOLLARS and 00/100 CENTS	EA	66.00	381.00	25,146.00
204	6003		SPRINKLING (DUST CONTROL) Seven DOLLARS and 84/100 CENTS	MG	254.00	7.84	1,991.36
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) Twenty Seven DOLLARS and 45/100 CENTS	CY	2,699.00	27.45	74,087.55
260	6006		LIME TRT (EXST MATL) (6") Two DOLLARS and 50/100 CENTS	SY	18,307.00	2.50	45,767.50
260	6007		LIME TRT (NEW BASE) (6") Two DOLLARS and 50/100 CENTS	SY	16,196.00	2.50	40,490.00
260	6043		LIME (HYD, COM OR QK)(SLURRY) Onehundred Thirty Seven DOLLARS and 27/100 CENTS	TON	274.00	137.27	37,611.98
310	6009		PRIME COAT (MC-30) Three DOLLARS and 92/100 CENTS	GAL	3,097.00	3.92	12,140.24

OPENED 9:42 11-30-16 Witness

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
341	6039		D-GR HMA TY-D SAC-B PG64-22 Ninety-Four DOLLARS and 13/100 CENTS	TON	1,205.00	94.13	113,426.65
416	6032		DRILL SHAFT (TRF SIG POLE) (36 IN) One hundred Seventeen DOLLARS and 66/100 CENTS	LF	26.40	117.66	3,106.22
423	6004		RETAINING WALL (CONC BLOCK) Twenty-Three DOLLARS and 53/100 CENTS	SF	135.00	23.53	3,176.55
432	6045		RIPRAP (MOW STRIP)(4 IN) Three hundred Ninety-two DOLLARS and 19/100 CENTS	CY	10.00	392.19	3,921.90
479	6001		ADJUSTING MANHOLES Three Hundred Fifty-two DOLLARS and 97/100 CENTS	EA	1.00	352.97	352.97
500	6001		MOBILIZATION One hundred Fourty Thousand DOLLARS and 00/100 CENTS	LS	1.00	140,000.00	140,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING One thousand Nine hundred Sixty DOLLARS and 96/100 CENTS	MO	7.00	1,960.96	13,726.72
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2) Twenty-Seven DOLLARS and 45/100 CENTS	SY	546.00	27.45	14,987.70
506	6024		CONSTRUCTION EXITS (REMOVE) Eleven DOLLARS and 77/100 CENTS	SY	546.00	11.77	6,426.42
506	6031		FRNT END LOADER WORK (ERSN & SEDM CONT) One hundred Thirty Seven DOLLARS and 27/100 CENTS	HR	4.00	137.27	549.08
506	6038		TEMP SEDMT CONT FENCE (INSTALL) Three DOLLARS and 15/100 CENTS	LF	25,027.00	3.15	78,835.05
506	6039		TEMP SEDMT CONT FENCE (REMOVE) Zero DOLLARS and 50/100 CENTS	LF	25,027.00	0.50	12,513.50

OPENED
9 12 11:30 16
Witnessed

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") Six DOLLARS and 00/100 CENTS	LF	96.00	6.00	576.00
506	6043		BIODEG EROSN CONT LOGS (REMOVE) Zero DOLLARS and 50/100 CENTS	LF	96.00	0.50	48.00
528	6004		LANDSCAPE PAVERS Fifty DOLLARS and 98/100 CENTS	SY	119.00	50.98	6,066.62
529	6029		CONC CURB & GUTTER (TY A) TEN DOLLARS and 59/100 CENTS	LF	28.00	10.59	296.52
529	6033		CONC CURB (LANDSCAPE) Nine DOLLARS and 80/100 CENTS	LF	1,185.00	9.80	11,613.00
531	6001		CONC SIDEWALKS (4") Thirty-Nine DOLLARS and 22/100 CENTS	SY	181.00	39.22	7,098.82
531	6004		CURB RAMPS (TY 1) Seven hundred-Five DOLLARS and 94/100 CENTS	EA	2.00	705.94	1,411.88
540	6001		MTL W-BEAM GD FEN (TIM POST) Nineteen DOLLARS and 61/100 CENTS	LF	69.00	19.61	1,353.09
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION Eight Hundred Sixty two DOLLARS and 82/100 CENTS	EA	1.00	862.82	862.82
542	6001		REMOVE METAL BEAM GUARD FENCE One DOLLARS and 96/100 CENTS	LF	130.00	1.96	254.80
542	6002		REMOVE TERMINAL ANCHOR SECTION One hundred Fifty Six DOLLARS and 88/100 CENTS	EA	1.00	156.88	156.88
544	6001		GUARDRAIL END TREATMENT (INSTALL) One thousand Nine hundred - Sixty DOLLARS and 00/100 CENTS	EA	1.00	1,960.96	1,960.96

GRANTED 9-12 11-30-16

Witnessed

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
544	6003		GUARDRAIL END TREATMENT (REMOVE) Two hundred Thirty Five DOLLARS and 31/100 CENTS	EA	1.00	235.31	235.31
550	6001		CHAIN LINK FENCE (INSTALL) (6') Nineteen DOLLARS and 61/100 CENTS	LF	342.00	19.61	6,706.62
550	6006		GATE (REMOVE) Seven hundred Fourty Eight DOLLARS and 38/100 CENTS	EA	2.00	748.38	~~1,568.76~~ 1,496.76
618	6023		CONDT (PVC) (SCH 40) (2") ELEVEN DOLLARS and 77/100 CENTS	LF	12,928.00	11.77	152,162.56
618	6033		CONDT (PVC) (SCH 40) (4") TWELVE DOLLARS and 55/100 CENTS	LF	105.00	12.55	1,317.75
618	6059		CONDT (PVC) (SCH 80) (4") (BORE) Thirty One DOLLARS and 38/100 CENTS	LF	70.00	31.38	2,196.60
620	6003		ELEC CONDR (NO.12) BARE ZERO DOLLARS and 59/100 CENTS	LF	17,741.00	0.59	10,467.19
620	6007		ELEC CONDR (NO.8) BARE ZERO DOLLARS and 78/100 CENTS	LF	175.00	0.78	136.50
620	6009		ELEC CONDR (NO.6) BARE ZERO DOLLARS and 98/100 CENTS	LF	35.00	0.98	34.30
620	6010		ELEC CONDR (NO.6) INSULATED One DOLLARS and 18/100 CENTS	LF	70.00	1.18	82.60
621	6005		TRAY CABLE (4 CONDR) (12 AWG) One DOLLARS and 57/100 CENTS	LF	235.00	1.57	368.95
624	6002		GROUND BOX TY A (122311)W/APRON Six hundred Twenty Seven DOLLARS and 51/100 CENTS	EA	54.00	627.31	33,885.54

OPENED 9:42 11-30-16

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
628	6009		ELC SRV TY A 120/240 060(NS)SS(E)SP(O) Three Thousand Nine hundred Twenty One DOLLARS and 91/100 CENTS	EA	7.00	3,921.91	27,453.37
628	6301		ELC SRV TY T 120/240 000(NS)GS(L)TS(O) Nine hundred FourtyOne DOLLARS and 26/100 CENTS	EA	1.00	941.26	941.26
636	6001		ALUMINUM SIGNS (TY A) Twenty-One DOLLARS and 96/100 CENTS	SF	96.00	21.96	2,108.16
644	6027		IN SM RD SN SUP&AM TYS80(1)SA(P) Threehundred Thirteen DOLLARS and 75/100 CENTS	EA	41.00	313.75	12,863.75
644	6070		RELOCATE SM RD SN SUP&AM TY S80 Twohundred Seventy Four DOLLARS and 53/100 CENTS	EA	3.00	274.53	823.59
666	6042		REFL PAV MRK TY I (W)12"(SLD)(100MIL) Four DOLLARS and 00/100 CENTS	LF	110.00	4.00	440.00
666	6048		REFL PAV MRK TY I (W)24"(SLD)(100MIL) Eight DOLLARS and 00/100 CENTS	LF	120.00	8.00	960.00
666	6102		REF PAV MRK TY I(W)36"(YLD TRI)(100MIL) Thirty DOLLARS and 00/100 CENTS	EA	14.00	30.00	420.00
666	6312		RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL) ZERO DOLLARS and 59/100 CENTS	LF	2,585.00	0.59	1,525.15
666	6315		RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL) ZERO DOLLARS and 59/100 CENTS	LF	2,429.00	0.59	1,433.11
677	6001		ELIM EXT PAV MRK & MRKS (4") Five DOLLARS and 00/100 CENTS	LF	72.00	5.00	360.00
684	6009		TRF SIG CBL (TY A)(12 AWG)(4 CONDR) One DOLLARS and 76/100 CENTS	LF	18,054.00	1.76	31,775.04

OPENED 9:42 11-30-16

Witnessed

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
684	6036		TRF SIG CBL (TY A)(14 AWG)(10 CONDR) One DOLLARS and 96/100 CENTS	LF	210.00	1.96	411.60
686	6035		INS TRF SIG PL AM(S)1 ARM(32')LUM Threehundred-Six DOLLARS and 69/100 CENTS	EA	1.00	306.69	306.69
686	6039		INS TRF SIG PL AM(S)1 ARM(36')LUM Threehundred-Six DOLLARS and 69/100 CENTS	EA	1.00	306.69	306.69
1004	6001		TREE PROTECTION Onehundred Ninety Six DOLLARS and 10/100 CENTS	EA	5.00	196.10	980.50
1005	6001		LOOSE AGGR FOR GROUNDCOVER (TYPE I) Eighty-Six DOLLARS and 28/100 CENTS	CY	16.00	86.28	1,380.48
HC 001	6001		RECTANGULAR RAPID FLASHING BEACON SYSTEM Five Thousand Eigth hundred Eighty two DOLLARS and 87/100 CENTS	LS	1.00	5,882.87	5,882.87
HC 002	6001		H&B TRAIL ILLUMINATION ASSEMBLIES Onethousand Nine hundred sixty 96/100 DOLLARS and CENTS	EA	324.00	1,960.96	635,351.04
HC 003	6001		BIKE RACK Seven hundred Fourty Eight DOLLARS and 38/100 CENTS	EA	3.00	748.38	~~2,353.14~~ 2,245.14
HC 004	6001		METAL BENCH Seven hundred Fourty Eight DOLLARS and 38/100 CENTS	EA	6.00	748.38	~~4,706.28~~ 4,490.28
HC 005	6001		TRASH RECEPTACLE Seven hundred Fourty Five DOLLARS and 16/100 CENTS	EA	3.00	745.16	ok ~~2,235.48~~
HC 006	6001		DRINKING FOUNTAIN Six Thousand Six hundred DOLLARS Sixty Seven 25/100 and CENTS	EA	3.00	6,667.25	20,001.75

OPENED 9:12 11-30-16

Hike&Bike Phase I Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
HC 007	6001		SHADE STRUCTURE Seven Thousand Eight Hundred Fourty three DOLLARS and 83/100 CENTS	EA	3.00	7,843.83	23,531.49
HC 008	6001		EXERCISE STATION One Thousand Nine hundred Sixty 96/100 DOLLARS and CENTS	EA	3.00	1,960.96	5,882.88
0	0		0 DOLLARS and CENTS	0	-		
0	0		0 DOLLARS and CENTS	0	-		
0	0		0 DOLLARS and CENTS	0	-		
				TOTAL BID	$	~~1,996,148.58~~ 1,987,751.58	

~~One Million Nine Hundred Ninety Six Thousand One hundred Fourty-Eight and 58/100~~ TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices 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 to waive any minor informalities in the bidding.

One Million Nine Hundred Eighty Seven Thousand Seven hundred Fifty One and 58/100

9 12 11-30-16

State of Texas Child Support Business Ownership Form

County: **HIDALGO**

Project Name: **Regional Linear Park Project-Phase 1**

TxDOT CSJ: **0921-02-365**

Bid Document Number: 2016-378-11-30-YZV

Business Entity Submitting Bid: Clore Construction LLC.

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
Michael Clore	457-92-2964

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Michael Clore

Signature

11-30-2016

Date

Michael Clore

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

State of Texas Child Support Business Ownership Form

County: **HIDALGO**

Project Name: **Regional Linear Park Project-Phase 1**

TxDOT CSJ: **0921-02-365**

Bid Document Number: 2016-378-11-30-YZV

Business Entity Submitting Bid: Clore Construction LLC

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
Michael Clore	457-92-2969
Geoffrey Clore	451-95-6115

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

11-30-2016

Date

Geoffrey Clore

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

State of Texas Child Support Business Ownership Form

County: **HIDALGO**

Project Name: **Regional Linear Park Project-Phase 1**

TxDOT CSJ: **0921-02-365**

Bid Document Number: 2016-378-11-30-YZV

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

(NA)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the cover Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

FP Created by: FSC Media Arts (301) 443-2454

Authorized for Local Reproduction
Standard Form - LLL-A

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, **the bidding firm and the signer certify that** the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_X_ NO

B. If this proposal is the low bid, **the bidder agrees to** provide the following information prior to award of the contract.
   1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
   2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

NON-COLLUSION CERTIFICATION

By signing this proposal, **the bidder certifies that** the person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit this certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

CHILD SUPPORT

"Under Section 231.006, Family Code, **the vendor or applicant certifies that** the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CONTRACTOR'S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, **the contractor is giving assurances that** all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE – 6.0%

Certification of DBE Goal Attainment

By signing the proposal, **the Bidder certifies that** the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the County and the bidder will be excluded for rebidding on the project when it is re-advertised

See Special Provision 000-1966, "Disadvantaged Business Enterprise in Federal Aid Contracts".

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

See Special Provision 000---009, "Certification of Nondiscrimination in Employment".

NOTICE TO CONTRACTORS

Hidalgo County (County) has entered into an agreement with the State of Texas (TxDOT), to construct Regional Linear Park Project – Phase From San Antonio Avenue to Ridge Road. The County is responsible for implementation of the project including the planning, design, construction and administration in accordance with TxDOT standards and is subject to the State's oversight.

The County has adopted the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, including Items 1L – 9L General Requirements and Covenants, (Standard Specs) as the governing specifications for this project *(See Section "Governing Specifications").*

The County has also adopted TxDOT's Quality Assurance Program for Construction.

Unless otherwise specified, the County will assume the responsibilities of TxDOT where "TxDOT" or "Department" is referred to in the Standard Specs as stipulated in Special Provision 001-007 *(See Section "Governing Specifications").*

Eligibility of Bidders: Refer to the Standard Spec Item 2L, "Instructions to Bidders", Article 2.0, "Eligibility of Bidders". Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by TxDOT. If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the Texas Department of Transportation Construction Division.

Buy America: Refer to Standard Spec Item 6L, "Control of Materials", Section 1.1, "Buy America". The Contractor will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the materials are temporarily installed.

The Contractor will be required to provide a notarized original of the FORM D-9-USA-1 with the proper attachment for verification of compliance.

Equipment Rental Rates: The equipment rental rates method of payment, per Standard Spec Article 9.7.4.3.2. is incorporated into the Contract by reference.

Time Extensions: Time charges for this project are based on a **Standard Workweek** as defined in Standard Spec Article 8.3.1.4. Time extensions will be considered for reasons outside of the contractor's control which may include inclement weather, unusual market conditions, or other conditions preventing work to progress as described in the referenced section.

Liquidated Damage Rate: Liquidated damages will be assessed in accordance with Standard Spec. Item 8L "Prosecution and Progress" Article 6. The Liquidated Damage Rate for this contract is stipulated in Information For Bidders (sheet 3 of 6).

Termination of Contract: The terms under which the County may terminate the Contract in whole or in part are as indicated in Standard Spec Item 8L "Prosecution and Progress" Article 8.

Safety & Trench Protection: The contractor shall be responsible to implement a project safety program compliant with OSHA standards and in accordance with FHWA-1273 Section VII (Safety: Accident Prevention) and Health and Safety Code 756.022 and 756.023. Trench Protection, as defined by the Health and Safety Code 756.022, may be required if the following conditions occur due to the Contractor's methods:

- Trenches 5 feet deep or more require a trench protection system.
- Trenches 20 feet deep or more require that the trench protection system be designed by a registered Professional Engineer.
- OSHA standards require daily inspections of trenches and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.

§635.106 Use of publicly owned equipment.

(a) Publicly owned equipment should not normally compete with privately owned equipment on a project to be let to contract. There may be exceptional cases, however, in which the use of equipment of the State or local public agency for highway construction purposes may be warranted or justified. A proposal by any STD for the use of publicly owned equipment on such a project must be supported by a showing that it would clearly be cost effective to do so under the conditions peculiar to the individual project or locality.

(b) Where publicly owned equipment is to be made available in connection with construction work to be let to contract, Federal funds may participate in the cost of such work provided the following conditions are met:

(1) The proposed use of such equipment is clearly set forth in the Plans, Specifications and Estimate (PS&E) submitted to the Division Administrator for approval.

(2) The advertised specifications specify the items of publicly owned equipment available for use by the successful bidder, the rates to be charged, and the points of availability or delivery of the equipment; and

(3) The advertised specifications include a notification that the successful bidder has the option either of renting part or all of such equipment from the State or local public agency or otherwise providing the equipment necessary for the performance of the contract work.

(c) In the rental of publicly owned equipment to contractors, the State or local public agency shall not profit at the expense of Federal funds.

(d) Unforeseeable conditions may make it necessary to provide publicly owned equipment to the contractor at rental rates agreed to between the contractor and the State or local public agency after the work has started. Any such arrangement shall not form the basis for any increase in the cost of the project on which Federal funds are to participate.

(e) When publicly owned equipment is used on projects constructed on a force account basis, costs may be determined by agreed unit prices or on an actual cost basis. When agreed unit prices are applied the equipment need not be itemized nor rental rates shown in the estimate. However, if such work is to be performed on an actual cost basis, the STD shall submit to the Division Administrator for approval the scheduie of rates proposed to be charged, exclusive of profit, for the publicly owned equipment made available for use.

§635.107 Participation by disadvantaged business enterprises.

(a) The STD shall schedule contract lettings in a balanced program providing contracts of such size and character as to assure an opportunity for all sizes of contracting organizations to compete. In accordance with Title VI of the Civil Rights Act of 1964, subsequent Federal-aid Highway Acts, and 49 CFR part 26, the STD shall ensure equal opportunity for disadvantaged business enterprises (DBEs) participating in the Federal-aid highway program.

(b) In the case of a design-build project funded with title 23 funds, the requirements of 49 CFR part 26 and the State's approved DBE plan apply. If DBE goals are set, DBE commitments above the goal must not be used as a proposal evaluation factor in determining the successful offeror.

[67 FR 75925, Dec. 10, 2002]

§635.108 Health and safety.

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

§635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following

changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) *Differing site conditions.* (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.* (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.* (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or nonresident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if

CHANGE ORDERS

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree upon the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under the 2014 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (TXDOT Specification) Item 9.7, "PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any Item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more than 25% from the original Contract quantity. (The 25% variance is not applicable to non-site-specific Contracts.)

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with TxDOT Specification Item 8, "Prosecution and Progress."

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
Regional Linear Park Project – Phase 1

This Agreement, entered into this **21st** day of **February**, **2017** by and between Hidalgo County (hereinafter called the "OWNER," and, **Clore Construction, LLC.** (a Texas corporation), of County of Cameron, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road)

Hereinafter called the project, for the sum of **($1,987,751.58) One Million Nine Hundred Eighty-Seven Thousand Seven Hundred Fifty-One Dollars and Fifty Eight Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **L&G Consultant Engineers, Inc., Robert Macheska, P.E.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **140 working days "Standard Workweek "** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **1,000.00 Dollars** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IF CONFLICTS ARE FOUND BETWEEN THE HIDALGO COUNTY SPECIFICATIONS (AS DEFINED IN THE GENERAL CONDITIONS), IF ANY, AND THE TXDOT STANDARD SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2014, THE TXDOT SPEFICIATIONS WILL TAKE PRECEDENCE.

Hidalgo County

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, **February 21**, **2017**.

CONTRACTOR: _____
Print Name & Title: Geoffrey Clore - GM
Name of Firm: Clore Construction LLC
Address: 21220 FM 1420
Harlingen TX 78550
Fed I.D. #/SS #: 45-3202398

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 22 day of March, 2017, by General Manager (Title) Of and on behalf of Clore Construction LLC (A corporation)

_____
Notary Public Signature

TAYDE LOZANO
Notary ID # 129795872
My Commission Expires
April 23, 2018

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen L. Crain, Attorney

DATE: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of .....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

Statutory Payment Bond Pursuant to Chapter 2253 Bond# 65BCSHP3469
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Clore Construction, LLC

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of One Million Nine Hundred Eighty Seven Thousand Seven Hundred Fifty One and 58/100*** **Dollars ($** 1,987,751.58 **)**

for the payment of whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 21st day of February, 2017 for

Regional Linear Park Project- Phase I (From San Antonio Avenue to Ridge Road

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder,

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day 17th

of March, 2017

Witness

Clore Construction, LLC

By:
Geoffrey Clore, President

Witness

Hartford Fire Insurance Company

By:
Andy Alvarez Attorney-In-Fact

Statutory Performance Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount)

Bond# 65BCSHP3469

KNOW ALL MEN BY THESE PRESENTS, That Clore Construction, LLC

(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called Surety), as Surety, are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee), in the amount of One Million Nine Hundred Eighty Seven Thousand Seven Hundred Fifty One and 58/100**** **Dollars ($1,987,751.58)**

for the payment whereof the said Principal and Surety bind themselves and heir heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 21st day of February, 2017 for

Regional Linear Park Project- Phase I (From San Antonio Ave to Ridge Road)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day 17th

of March, 2017

Witness

Clore Construction, LLC

By: _____

Geoffrey Clore, President

Witness

Hartford Fire Insurance Company

By: _____

Andy Alvarez , Attorney-In-Fact

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 21st, 2017

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3) _____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #_2_ REGIONAL LINEAR PARK PROJECT-PHASE 1

These footnotes refer to numbers in body of contract above:

Date of Bond must not 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 and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ _____. A.D., 20_____.

ATTEST:

_____
(Principal) Secretary

Principal_____
By_____

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

_____
Surety

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

_____
NOTE: If Contractor is partnership all Partners should execute bond

_____
(Address)

Telephone Number:_____

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 Regional Linear Park Project - Phase 1
Hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not 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 and State
(6) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the

same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ _____. A.D.

ATTEST:

Principal_____
By_____

_____
(Principal) Secretary

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

Telephone Number:_____

_____
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 1(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 1(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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

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 part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm L&G Engineers.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing

sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland A ct Regulations

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as

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.

parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government

contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, 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 subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

Copeland Act Regulations

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 10
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* 15
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *CONTRACTOR's Liability Insurance* 15
5.05 *OWNER's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19
6.04 *Progress Schedule* 19
6.05 *Substitutes and "Or-Equals"* 19
6.06 Concerning Subcontractors, Suppliers, and Others *21*

6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 22
6.09 *Laws and Regulations* 22
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 23
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23
6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 24
6.18 *Continuing the Work* 25
6.19 *CONTRACTOR's General Warranty and Guarantee* 25
6.20 *Indemnification* 25

ARTICLE 7 - OTHER WORK 26
7.01 *Related Work at Site* 26
7.02 *Coordination* 26

ARTICLE 8 - OWNER'S RESPONSIBILITIES 27
8.01 *Communications to Contractor* 27
8.02 *Replacement of ENGINEER* 27
8.03 *Furnish Data* 27
8.04 *Pay Promptly When Due* 27
8.05 *Lands and Easements; Reports and Tests* 27
8.06 *Insurance* 27
8.07 *Change Orders* 27
8.08 *Inspections, Tests, and Approvals* 27
8.09 *Limitations on OWNER's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *OWNER'S Representative* 27
9.02 *Visits to Site* 28
9.03 *Project Representative* 28
9.04 *Clarifications and Interpretations* 28
9.05 *Authorized Variations in Work* 28
9.06 *Rejecting Defective Work* 29
9.07 *Shop Drawings, Change Orders and Payments* 29
9.08 Determinations for Unit Price Work 28
9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.10 *Limitations on ENGINEER's Authority and Responsibilities* 28

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 29
10.01 *Authorized Changes in the Work* 29
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 30
10.04 *Notification to Surety* 30
10.05 *Claims and Disputes* 30

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30

11.02 *Cash Allowances* 32
11.03 *Unit Price Work* 33

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 33
12.01 *Change of Contract Price* 33
12.02 *Change of Contract Times* 34
12.03 *Delays Beyond CONTRACTOR's Control* 34
12.04 *Delays Within CONTRACTOR's Control* 34
1205 Delays Beyond OWNER's and CONTRACTOR'S Control *34*
12.06 *Delay Damages* 34

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 34
13.01 *Notice of Defects* 34
13.02 *Access to Work* 34
13.03 *Tests and Inspections* 35
13.04 *Uncovering Work* 35
13.05 *OWNER May Stop the Work* 35
13.06 *Correction or Removal of Defective Work* 36
13.07 *Correction Period* 36
13.08 *Acceptance of Defective Work* 36
13.09 *OWNER May Correct Defective Work* 36

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 37
14.01 *Schedule of Values* 37
14.02 *Progress Payments* 37
14.03 *CONTRACTOR's Warranty of Title* 38
14.04 *Substantial Completion* 39
14.05 *Partial Utilization* 39
14.06 *Final Inspection* 39
14.07 *Final Payment* 40
14.08 *Final Completion Delayed* 40
14.09 *Waiver of Claims* 41

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 41
15.01 OWNER May Suspend Work 41
15.02 *OWNER May Terminate for Cause* 41
15.03 *OWNER May Terminate For Convenience* 41
15.04 *CONTRACTOR May Stop Work or Terminate* 42

ARTICLE 16 - DISPUTE RESOLUTION 42
16.01 *Methods and Procedures* 42

ARTICLE 17 - MISCELLANEOUS 43
17.01 *Giving Notice* 43
17.02 *Computation of Times* 43
17.03 *Cumulative Remedies* 43
17.04 *Survival of Obligations* 43
17.05 *Controlling Law* 43

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "C".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.A.3 The amount of retainage with respect to pro-gress payments will be Five Percent (5 %).

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "D"

GENERAL NOTES AND STANDARD SPECIFICATIONS

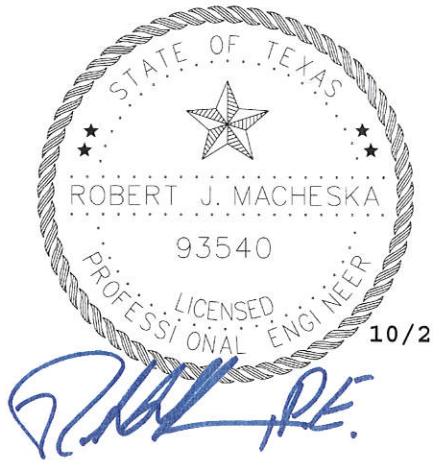
Control : **N/A**

Project : **Regional Linear Park Project – Phase 1**

Location : **San Antonio Avenue to Ridge Road**

County : **Hidalgo**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Robert J. Macheska, P.E.
October 27, 2016

Project Number: **Sheet**

County: Hidalgo County **Control:** 0921-02-365

Highway: Regional Linear Park Trail

GENERAL NOTES:

Use the Texas Department of Transportation's "Standard Specifications for Construction And Maintenance of Highways, Streets, And Bridges" (November 2014) for item specifications information and requirements. The specification book shall read "Hidalgo County Precinct No. 2" in lieu of "The Texas Department of Transportation" and/or "The Department".

****

GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1L THRU 9L

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

Contact the 1-800 call services for locations of utilities before beginning any excavating operations.

ITEM 5L: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8L: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4. Standard Workweek.

Prepare progress schedules using the Critical Path Method (CPM).

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the project engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the State's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these

structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum and 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

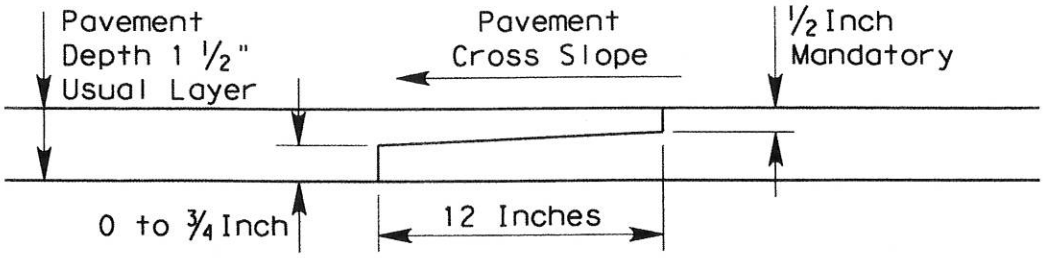
Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	0921-02-365	RLPP Trail	B

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a ¾ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly, but will be considered subsidiary to this bid item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1 of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 421: Hydraulic Cement Concrete

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 423: Retaining Walls

Water furnished by the Contractor for sprinkling and compacting backfill shall be from a municipal water supply approved by the State Health Department, or shall meet the requirements for Mixing Water as specified in Item 421.

Provide the following surface finishes to all permanent walls in accordance with Item 427:

(1) Ashlar Stone form liner finish
(2) Opaque Sealer coating (color to be determined by the Engineer)

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 550: Chain Link Fence

All chain link fence fabric, posts, tension wires, and braces shall include additional pvc coating and shall be considered subsidiary. The contractor shall submit pvc coating color options to the county for approval. See item 550 subsections for pvc coating specifications.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 540: Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

Galvanize the rail elements supplied for this project using a Type II Zinc Coating.

ITEM 542: Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544: Guardrail End Treatments

Label "end treatment type" on backside of unit at time of installation.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "A" for all pavement surfaces within the project limits.

Diamond grinding shall be used to remove localized roughness.

Pay adjustment schedules are not applicable to this project.

ITEM 610: Roadway Illumination Assemblies

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (4)-14, each cable for luminaires on traffic signal poles shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac.

Luminaires installed on traffic signal poles will not be paid for directly, but shall be considered subsidiary to the various bid items of the project.

Fabricate steel roadway illumination poles in accordance with TxDOT standards RIP-11 (Roadway Illumination Poles -2011). Poles fabricated according to RIP-11 require no shop drawings.

Alternate designs to RIP-11 or the use of aluminum to fabricate poles will require the submission of shop drawings to the engineer.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction. The depth of the conduit shall be 2.0 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed or overlaid with new pavement may be trenched across.

Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required

by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately, but will be considered subsidiary to the various bid items.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

ITEM 620: Electrical Conductors

For Flashing Beacons (Item 685) and Ped poles (Item 687) within the project, provide single-pole breakaway disconnects.

Use Bussman HEBW, Littelfuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors.

For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal on ungrounded conductors. For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4 conductor tray cable with conductor colors of red, black and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 628: Electrical Service

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-

proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb. It is the intent of the plans to erect all shared user path traffic signs with the sign edge a minimum of 2 feet from the edge of the shared user path travel lane.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by the county. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

Existing signs shown to be removed and relocated within this project shall first be identified in the field before they are removed and relocated to their new installation position as determined in the plans. The complete sign assembly shall be removed and the sign with post shall be separated at the concrete foundation. The concrete foundation shall be disposed off in accordance with this bid Item. No sign shall be removed without prior approval.

All excess excavation shall be spread uniformly inside the Right of Way as directed and shall be included in the price of this item.

ITEM 680: Highway Traffic Signals

The installation of highway traffic signals shall consist of the following principal Items:

1. Furnishing and installing post mounted Rectangular Rapid Flashing Beacon controller(s) and cabinet(s).
2. Furnishing and installing steel strain poles, electrical service, luminaries, signal heads and cables and conduit runs.
3. Removal and disposal of existing flashing beacon material specified in the plans.
4. All other Items not listed above which are needed to provide for complete Rectangular Rapid Flashing Beacon installations and for proper operation as called for in the plans and specifications shall be furnished and installed.

Any deviation of location for proposed signal work shall be as approved.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code,

Existing Utilities

The exact location of existing underground utilities shall be verified with the utility companies prior to construction to avoid conflict with or damage to these utilities.

Coordination with the utility companies will be required to make any adjustments, due to utility conflicts, as defined in the specifications or deemed necessary.

Uniformity in Equipment

1. All Rectangular Rapid Flashing Beacon controllers furnished shall be by the same manufacturer.
2. All Rectangular Rapid Flashing Beacon heads furnished shall be by the same manufacturer.
3. All signal fittings and pipe brackets shall be of an approved metallic material and of the same design and manufacturer.
4. All traffic signal poles furnished shall be by the same manufacturer.

Handling of Traffic

Roads and streets shall be kept open to traffic at all times. The installation of Rectangular Rapid Flashing Beacon heads, steel strain poles and conduit runs shall be arranged so as to permit the continuous movement of traffic in both directions at all times.

All construction operations shall be conducted to provide the least possible interference to traffic as shown on the plans, as provided for in the specifications and/or as directed. All signing, barricading and handling of traffic shall conform to the current edition of the "Texas Manual on Uniform Traffic Control Devices".

Sequence of work

1. The existing flashing beacon installation(s) shall remain in operation at all times during construction of the proposed flashing beacon installation(s) or modification(s).
2. The complete removal of the specified existing flashing beacon installation or specified Items will be required when the proposed flashing beacon installation(s) are in place and operational.
3. All labor, tools, and materials used to remove the specified existing flashing beacon material shall not be paid for directly, but be considered subsidiary to the various items of work.
4. Final inspection shall be performed in conjunction with the district signal shop.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the District Signal Shop.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

CONTROL: 0921-02-365
HIGHWAY: R.L.PARK PROJ.
COUNTY : HIDALGO

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

STANDARD SPECIFICATIONS:

ITEMS 1L TO 9L INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (100)
ITEM 104 REMOVING CONCRETE
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
ITEM 160 TOPSOIL (168)
ITEM 170 IRRIGATION SYSTEM (618)(620)(622)(624)(628)
ITEM 164 SEEDING FOR EROSION CONTROL (162)166)(168)
ITEM 168 VEGETATIVE WATERING
ITEM 192 LANDSCAPE PLANTING
ITEM 204 SPRINKING
ITEM 247 FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 260 LIME TREATMENT (ROAD-MIXED)
(105)(132)(204)(210)(216)(247)(300)(310)(520)
ITEM 310 PRIME COAT (300)(316)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
ITEM 416 DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448)
ITEM 423 RETAINING WALLS (420)(421)(440)(445)(458)(556)
ITEM 479 ADJUSTING MANHOLES AND INLETS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
(161)(432)(556)
ITEM 528 COLORED TEXTURED CONCRETE AND LANDSCAPE
PAVERS(132)(247)(275)(401)(421)
ITEM 531 SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 540 METAL BEAM GUARD FENCE (421)(441)(445)(529)
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 550 CHAIN LINK FENCE (421)(445)
ITEM 618 CONDUIT (400)(476)
ITEM 620 ELECTRICAL CONDUCTORS (610)(628)
ITEM 621 TRAY CABLE
ITEM 624 GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 628 ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)

ITEM 636 ALUMINUM SIGNS (643)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
(421)(440)(441)(442)(445)(636)(643)(656)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)(302)(316)
ITEM 684 TRAFFIC SIGNAL CABLES
ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)
(416)(421)(441)(442)(445)(449)
ITEM 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618)(624)(682)(684)

SPECIAL PROVISIONS (SEE SECTION T):

SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012) ***(SEE SECTION U)***

WAGE RATES ***(SEE SECTION V)***
SPECIAL PROVISION "SCHEDULE OF LIQUIDATIED DAMAGES" (000---001L)
SPECIAL PROVISION "NONDISCRIMATION" (000---002L)
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYEMENT"(000-003L)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (000---004L)"
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS" (000---005L)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID CONTRACTS" (000-007L)

SPECIAL SPECIFICATIONS:
ITEM 1005 LOOSE AGGREGATE FOR GROUNDCOVER
ITEM HC 001 RECTANGULAR RAPID FLASHING BEACON SYSTEM
ITEM HC 002 H&B TRAIL ILLUMINATION ASSEMBLIES
ITEM HC 003 BIKE RACK
ITEM HC 004 METAL BENCH
ITEM HC 005 TRASH RECEPTACLE
ITEM HC 006 DRINKING FOUNTAIN
ITEM HC 007 SHADE STRUCTURE
ITEM HC 008 EXERCISE STATION

GENERAL:
THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE- LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Introduction
Local Government General Requirements

For all projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, a Local Government must either adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions or request TxDOT written approval of alternate, equivalent specifications. TxDOT's *"2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges"* are the latest TxDOT Standard Specifications. These "General Requirements" along with additional requirements specified by the particular local government, are intended as a templete for Item 1-9 in TxDOT's Standard Specifications on projects let by a local government that is on the State Highway System or includes reimbursement to the local government using FHWA or TxDOT funds.

This document is intended to be used as a template that allows the local government to modify Item 1-9 to meet their particular needs while assuring that all local, state, and federal statutory requirements are addressed. As this document modifies a TxDOT publication, there may be a question about terminology. In general, the "Owner" or the "Engineer" references the local government or their representatives (Consulting Engineers, etc.) Reference to "Department" or "Engineer" in the construction and maintenance specifications refers to the local government except when it is referencing a TxDOT specification, manual, material specification, Material Producers List or test method.

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. **DESCRIPTION**
2. **MATERIALS**
3. **EQUIPMENT**
4. **CONSTRUCTION OR WORK METHODS**
5. **MEASUREMENT**
6. **PAYMENT**

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

XXX.1., Article
XXX.1.1., Section
XXX.1.1.1., Section
XXX.1.1.1.1., Section
XXX.1.1.1.1.1., Section
XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L

Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America

IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in bid documents developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.

3.5. **Deductive Alternate.** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.

3.6. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.7. **Affiliates**. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.

3.8. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.9. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.10. **Anticipated Profit**. Profit for work not performed.

3.11. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.12. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.13. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.14. **Notice of Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Base Bid**. The total bid amount without additive alternates.

3.16. **Bid**. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.

3.17. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.18. **Bid Documents.** The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.

3.19. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the bid documents.

3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

3.21. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.22. **Blast Cleaning**. Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.

3.23. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.24. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.25. **Building Contract**. A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

3.26. **Certificate of Insurance**. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.

3.28. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.29. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.30. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.31. **Construction Contract**. A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the Owner's transportation system.

3.32. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.33. **Contract**. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.34. **Contract Documents**. Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.

3.35. **Contract Time**. The number of days specified for completion of the work, including authorized additional working days.

3.36. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.37. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.38. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.39. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.40. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.41. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")

3.42. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.43. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.44. **Date of Written Authorization**. Date of the written Notice to Proceed authorizing the Contractor to begin work.

3.45. **Debar (Debarment)**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.

3.46. **Detour**. A temporary traffic route around a closed portion of a road.

3.47. **Department**. When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.

3.48. **Departmental Material Specifications**. Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.

3.49. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.50. **Disadvantaged Business Enterprise**. A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.51. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.52. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. **Engineer**. The Professional Engineer licensed in Texas who represents the interests of the Owner.

3.54. **Entity.** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Owner**.

3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

3.57. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. **Freeway**. An expressway with full control of access.

3.59. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.60. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.61. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.62. **Highway, Street, or Road**. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.63. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.64. **Incentive/Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.65. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.

3.66. **Inspector**. The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.

3.67. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.68. **Intersection**. The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.69. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.70. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

3.71. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.72. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.73. **Letting Official**. The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.74. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.75. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.76. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.77. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.78. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.79. **Material Producer List**. TxDOT-maintained list of approved products. Referenced as "Department's MPL".

3.80. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.81. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.82. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.83. **Milestone Date**. The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

3.84. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.85. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.86. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.87. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.88. **Nonresponsive Bid**. A bid that does not meet the criteria for acceptance contained in the bid documents.

3.89. **Non-Site-Specific Contracts**. Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.

3.90. **Notice to Proceed,** Written notification to the Contractor authorizing work to begin.

3.91. **Notification**. Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.

3.92. **Owner,** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity**.

3.93. **Pavement**. That part of the roadway having a constructed surface for the use of vehicular traffic.

3.94. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.94.1. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.94.2. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.94.3. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.94.4. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.95. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.96. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.97. **Plans**. The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.98. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.99. Qualification. The process for determining a Contractor's eligibility to be awarded a construction contract

3.100. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.101. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.102. **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

3.103. **Post Qualfication**. The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.

3.104. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.105. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.106. **Quality Assurance**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.107. **Quality Control**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.108. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.109. **Referee Tests**. Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners .

3.110. **Regular Item**. A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.

3.111. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.112. **Replacement Alternate**. A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.

3.113. **Responsive Bid**. A bid that meets all requirements of the advertisement and the bid documents for acceptance.

3.114. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.115. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.116. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.117. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.118. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.119. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.120. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.121. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.122. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.123. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.124. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.125. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.126. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.127. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

3.128. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.

3.129. **State**. The State of Texas.

3.130. **State Holiday**. A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.

3.131. **Station**. A unit of measurement consisting of 100 horizontal feet.

3.132. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.133. **Subcontractor**. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.134. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.135. **Substructure**. The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.136. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.

3.137. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.138. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.

3.139. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.140. **Surplus Materials**. Any debris or material related to the Contract but not incorporated into the work.

3.141. **Suspension**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract

3.142. **Tex –XXX-X**. TxDOT material test methods found on TxDOT's Construction Division Web Site.

3.143. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.144. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.145. **Truck Owner-Operator**. An individual who owns and operates 1 truck for hire.

3.146. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.147. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.148. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.149. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.150. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.151. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.152. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.153. **Wholly-Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.154. **Work**. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.155. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Bidders on this project must be prequalified though TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening. Comply with all technical prequalification requirements in the bid documents.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at _____.

Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material

encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder is not prequalified by TxDOT
- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1. **Electronic Bids.** When electronic bidding is available, the Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to, acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1.1. **Bid Form**. Use the electronic bid form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.1.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.

8.1.3. **Submittal of Bid**. Submit the bid using the Owner's bidding system.

8.1.4. **Revising the Bid Form**. Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted will be used for tabulation purposes.

8.1.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

8.2. **Printed Bid.**

8.2.1. **Bid Form**. Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit a typed bid form. A typed bid form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" in the bid form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

8.2.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid documents. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid.

8.2.3. **Guaranty Check**. Make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

8.2.4. **Bid Bond**. Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

8.2.5. **Submittal of Bid**. Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

8.2.6. **Revising the Bid Form**. Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.

8.2.7. **Withdrawing a Bid**. Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

10.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

10.2. **Rounding of Unit Prices**. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent

($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. **Interpretation of Unit Prices**. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

10.4. **Consideration of Unit Prices**.

10.4.1. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + ... + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. **"Buy America."** Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder .and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids,

the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

Item 3L

Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 90 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. **Rejection**. The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral**. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. **Contract**. Executed by Contractor and Surety.

4.2. **Bonds**. Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

4.3. **Insurance**. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 2. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: $600,000 each occurrence
Business Automobile Policy	Not Less Than: $600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities Contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

4.4. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

Item 4L

Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format**. Informal partnering is required, unless formal partnering is mutually agreed to instead of the informal partnering.

3.2. **Facilitators**. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators**. An Owner or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators**. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements**. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances, including, but not limited to, audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to, Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

3.4. **Payment**. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9.7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including, but not limited to, meals, travel, and lodging. Owner facilitators, if available, may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in

Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

6. REQUESTS FOR ADDITIONAL COMPENSATION

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner , submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

6.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."

6.2. **Project Overhead**. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. **Home Office Overhead**. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The

Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. **Right of Entry Agreement (if required)**. The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.

- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the

Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. **Final Inspection**. After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. **Removal of Traffic Control Devices**. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements**. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party**. The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor**. This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

10.2. **Removal and Disposal of Painted Steel**. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

10.3. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

10.4. **Work Performed by a Third Party**. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L

Legal Relations and Responsibilities

1. SAFETY

1.1. **Point of Contact**. Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

1.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

1.3. **Public Safety and Convenience**. Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

1.4. **Use of Blue Warning Lights**. Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

1.5. **Barricades, Warning and Detour Signs, and Traffic Handling**. Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and

as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., "Preservation of Cultural and Natural Resources and the Environment."

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)**. The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

6.3. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

6.4. **Work in Navigable Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

6.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

6.6. **Project-Specific Locations**. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with "DANGER – EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work**. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, "Electrical Conductors."

Item 8L

Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 90 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

2.1. **Construction Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. **Payments to Subcontractors**. Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. **Payment Records**. Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 30 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present,

and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown in the Contract documents.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "Nighttime Work Only."

3.4. **Time Statements**. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is

suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Construction Details**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format**. Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule**. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

5.5.2.3. **Progress Schedule**. Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact**. Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds**. The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds**. The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals**. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;

- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

Item 9L

Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than $250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage as approved. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that

have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least $1,000 in the request for MOH payment.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records, and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. **Law Enforcement**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is $1,000.00 Dollars.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Owner, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor agrees as follows:

3.1. **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

3.2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Owner or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it, the Owner may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.

3.6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if Bidder has not participated in a previous contract of this type, or if Bidder has had previous contract or subcontracts and has not filed, Bidder will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. GENERAL

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. GOALS

2.1. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

2.2. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

2.3. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Owner within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Owner in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

As used in this special provision, and in the Contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. REPORTS

The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1
Goals for Minority Participation

County	Participation, %	County	Participation, %
Anderson	22.5	Chambers	27.4
Andrews	18.9	Cherokee	22.5
Angelina	22.5	Childress	11.0
Aransas	44.2	Clay	12.4
Archer	11.0	Cochran	19.5
Armstrong	11.0	Coke	20.0
Atascosa	49.4	Coleman	10.9
Austin	27.4	Collin	18.2
Bailey	19.5	Collingsworth	11.0
Bandera	49.4	Colorado	27.4
Bastrop	24.2	Comal	47.8
Baylor	11.0	Comanche	10.9
Bee	44.2	Concho	20.0
Bell	16.4	Cooke	17.2
Bexar	47.8	Coryell	16.4
Blanco	24.2	Cottle	11.0
Borden	19.5	Crane	18.9
Bosque	18.6	Crockett	20.0
Bowie	19.7	Crosby	19.5
Brazoria	27.3	Culberson	49.0
Brazos	23.7	Dallam	11.0
Brewster	49.0	Dallas	18.2
Briscoe	11.0	Dawson	19.5
Brooks	44.2	Deaf Smith	11.0
Brown	10.9	Delta	17.2
Burleson	27.4	Denton	18.2
Burnet	24.2	DeWitt	27.4
Caldwell	24.2	Dickens	19.5
Calhoun	27.4	Dimmit	49.4
Callahan	11.6	Donley	11.0
Cameron	71.0	Duval	44.2
Camp	20.2	Eastland	10.9
Carson	11.0	Ector	15.1
Cass	20.2	Edwards	49.4
Castro	11.0	Ellis	18.2

County	Participation, %	County	Participation, %
El Paso	57.8	Kenedy	44.2
Erath	17.2	Kent	10.9
Falls	18.6	Kerr	49.4
Fannin	17.2	Kimble	20.0
Fayette	27.4	King	19.5
Fisher	10.9	Kinney	49.4
Floyd	19.5	Kleberg	44.2
Foard	11.0	Knox	10.9
Fort Bend	27.3	Lamar	20.2
Franklin	17.2	Lamb	19.5
Freestone	18.6	Lampasas	18.6
Frio	49.4	LaSalle	49.4
Gaines	19.5	Lavaca	27.4
Galveston	28.9	Lee	24.2
Garza	19.5	Leon	27.4
Gillespie	49.4	Liberty	27.3
Glasscock	18.9	Limestone	18.6
Goliad	27.4	Lipscomb	11.0
Gonzales	49.4	Live Oak	44.2
Gray	11.0	Llano	24.2
Grayson	9.4	Loving	18.9
Gregg	22.8	Lubbock	19.6
Grimes	27.4	Lynn	19.5
Guadalupe	47.8	Madison	27.4
Hale	19.5	Marion	22.5
Hall	11.0	Martin	18.9
Hamilton	18.6	Mason	20.0
Hansford	11.0	Matagorda	27.4
Hardeman	11.0	Maverick	49.4
Hardin	22.6	McCulloch	20.0
Harris	27.3	McLennan	20.7
Harrison	22.8	McMullen	49.4
Hartley	11.0	Medina	49.4
Haskell	10.9	Menard	20.0
Hays	24.1	Midland	19.1
Hemphill	11.0	Milam	18.6
Henderson	22.5	Mills	18.6
Hidalgo	72.8	Mitchell	10.9
Hill	18.6	Montague	17.2
Hockley	19.5	Montgomery	27.3
Hood	18.2	Moore	11.0
Hopkins	17.2	Morris	20.2
Houston	22.5	Motley	19.5
Howard	18.9	Nacogdoches	22.5
Hudspeth	49.0	Navarro	17.2
Hunt	17.2	Newton	22.6
Hutchinson	11.0	Nolan	10.9
Irion	20.0	Nueces	41.7
Jack	17.2	Ochiltree	11.0
Jackson	27.4	Oldham	11.0
Jasper	22.6	Orange	22.6
Jeff Davis	49.0	Palo Pinto	17.2
Jefferson	22.6	Panola	22.5
Jim Hogg	49.4	Parker	18.2
Jim Wells	44.2	Parmer	11.0
Johnson	18.2	Pecos	18.9
Jones	11.6	Polk	27.4
Karnes	49.4	Potter	9.3
Kaufman	18.2	Presidio	49.0
Kendall	49.4	Randall	9.3

County	Participation, %	County	Participation, %
Rains	17.2	Reagan	20.0
Real	49.4	Throckmorton	10.9
Red River	20.2	Titus	20.2
Reeves	18.9	Tom Green	19.2
Refugio	44.2	Travis	24.1
Roberts	11.0	Trinity	27.4
Robertson	27.4	Tyler	22.6
Rockwall	18.2	Upshur	22.5
Runnels	20.0	Upton	18.9
Rusk	22.5	Uvalde	49.4
Sabine	22.6	Val Verde	49.4
San Augustine	22.5	Van Zandt	17.2
San Jacinto	27.4	Victoria	27.4
San Patricio	41.7	Walker	27.4
San Saba	20.0	Waller	27.3
Schleicher	20.0	Ward	18.9
Scurry	10.9	Washington	27.4
Shackelford	10.9	Webb	87.3
Shelby	22.5	Wharton	27.4
Sherman	11.0	Wheeler	11.0
Smith	23.5	Wichita	12.4
Somervell	17.2	Wilbarger	11.0
Starr	72.9	Willacy	72.9
Stephens	10.9	Williamson	24.1
Sterling	20.0	Wilson	49.4
Stonewall	10.9	Winkler	18.9
Sutton	20.0	Wise	18.2
Swisher	11.0	Wood	22.5
Tarrant	18.2	Yoakum	19.5
Taylor	11.6	Young	11.0
Terrell	20.0	Zapata	49.4
Terry	19.5	Zavala	49.4

Special Provision to Item 000

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. GENERAL

1.1. As used in these specifications:

- "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- "Minority" includes:
  - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

1.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

1.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal employment opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

1.4. The Contractor will implement the specific affirmative action standards provided in Section 1.7.1. through Section 1.7.16. of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or federally assisted construction Contract will apply the minority and female goals established for the geographical area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:

1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.

1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.

1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.

1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1. through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1. through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.

1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor

may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

1.15. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

Special Provision to Item 000

Disadvantaged Business Enterprise in Federal Aid Contracts

1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted Contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this Contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation," of this Special Provision will apply to this Contract. The percentage goal for DBE participation in the work to be performed under this Contract will be shown on the proposal.

1.1. **Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.**

1.1.1. **Policy**. It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows:

1.1.1.1. The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

1.1.1.2. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

1.1.1.3. The requirements of this Special Provision shall be physically included in any subcontract.

1.1.1.4. By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Owner will determine the adequacy of a Contractor's efforts to meet the Contract goal, within 10 business days, excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.1.3., "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the Contract will be forwarded to the Contractor for execution.

1.1.2. **Definitions.**

1.1.2.1. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

1.1.2.2. "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.

1.1.2.3. "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the

Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

1.1.2.4. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

1.1.2.5. "Federal Aid Contract" is any Contract between the Owner and a Contractor which is paid for in whole or in part with DOT financial assistance.

1.1.2.6. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

1.1.2.7. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications."

1.1.2.8. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

1.1.2.9. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

1.1.2.10. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.

1.1.2.11. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

1.1.3. **Contractor's Responsibilities**. These requirements must be satisfied by the Contractor.

1.1.3.1. After conditional award of the Contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached. Provide these forms to the Owner so as to arrive not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

1.1.3.2. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.

1.1.3.3. A Contractor who cannot meet the Contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- If the Owner determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Owner.

1.1.3.4. Should the bidder to whom the Contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages to the Owner.

1.1.3.5. The preceding information shall be submitted directly to the Owner.

1.1.3.6. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Before terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Owner.

1.1.3.7. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the Contract goal. The Contractor shall submit a completed Form 4901 "DBE Commitment Agreement", From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Owner. Before approving the substitution, the Owner will request a statement from the DBE concerning it being replaced.

1.1.3.8. The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

1.1.3.9. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

1.1.4. **Eligibility of DBEs.**

1.1.4.1. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted Contracts.

1.1.4.2. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted Contracts. An update of the Directory can be found on the Internet at http://www.txdot.gov/apps-cg/tucp/default.htm.

1.1.4.3. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.

1.1.4.4. Only DBE firms certified at the time of execution of a Contract/subcontract/purchase order, are eligible for DBE goal participation.

1.1.5. **Determination of DBE Participation**. When a DBE participates in a Contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime Contractor toward DBE goals:

1.1.5.1. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

1.1.5.2. A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.

1.1.5.2.1. A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a Contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, Contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the Contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.

1.1.5.2.2. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their Contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

1.1.5.2.3. A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular Contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the Contract.

1.1.5.2.3.1. The Contractor receives credit for the total value of the transportation services the DBE provides on a Contract using trucks it owns, insures, and operates using drivers it employs.

1.1.5.2.3.2. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

1.1.5.2.3.3. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the Contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement

1.1.5.2.3.4. A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.

1.1.5.2.4. When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.

1.1.5.2.5. Project materials or supplies acquired from an affiliate of the prime Contractor can not directly or indirectly (2nd or lower tier subcontractor) be used for DBE goal credit.

1.1.5.3. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

1.1.5.3.1. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

1.1.5.3.2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

1.1.5.3.2.1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

1.1.5.3.2.2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

1.1.5.3.2.3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

1.1.5.3.3. With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

1.1.5.3.4. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted Contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.1.5.4. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Owner before implementing the use of joint check arrangements with the DBE. Submit to the Owner, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

1.1.5.5. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the Contractor or its affiliates.

1.1.5.6. No DBE goal credit will be allowed for the period of time determined by the Owner that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the Owner. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be

required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.

1.1.6. **Records and Reports.**

1.1.6.1. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Owner. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form. SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project.

The original final report must be submitted to the Owner. These forms may be obtained from the Owner or may be reproduced by the Contractor. The Owner may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Owner's project number.

1.1.6.2. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.

1.1.6.3. All such records must be retained for a period of 3 years following completion of the Contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Owner, the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

1.1.6.4. Before receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."

1.1.6.5. Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

1.1.7. **Compliance of Contractor**. To ensure that DBE requirements of this DOT assisted Contract are complied with, the Ownert will monitor the Contractor's efforts to involve DBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted to the Owner by the Contractor indicating his progress in achieving the DBE Contract goal, and by compliance reviews conducted on the project site by the Owner.

The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Owner if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments before receiving final payment for the Contract.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal before approval of the substitution from the Owner.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime Contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the Contract for any reason, the prime Contractor is required to

make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal.

A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this Contract. In such a case, the Owner reserves the right to terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Owner or such other remedy or remedies as the Owner deems appropriate.

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

1.2. **Article B. Race-Neutral Disadvantaged Business Enterprise Participation**. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this Contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for Contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Owner each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.1.5., "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

Special Specification 1005
Loose Aggregate for Groundcover

1. DESCRIPTION

Furnish and install loose aggregate for groundcover as shown on the plans or as directed.

2. MATERIALS

Furnish material in accordance with the plans.

3. CONSTRUCTION

Use construction methods in accordance with the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard or square yard of the depth specified.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Loose Aggregate for Groundcover" of type specified. This price is full compensation for furnishing all materials, equipment, labor, and incidentals.

Special Specification HC 001
Rectangular Rapid Flashing Beacon System

1. DESCRIPTION

This Item governs for the furnishing and installation of rectangular rapid flashing beacon systems at the locations as indicated on the plan drawings.

2. MATERIALS

Provide new materials that comply with the details shown on the plans, the requirements of this item, and the pertinent requirements of the following Items:

TxDOT Specification Item 618, "Conduit"

TxDOT Specification Item 620, "Electrical Conductors"

TxDOT Specification Item 636, "Aluminum Signs"

TxDOT Specification Item 680, "Installation of Highway Traffic Signals"

2.1.1. **Products: Rectangular Rapid Flashing Beacon System.**

2.1.1.1. **Style:** Furnish New Rectangular Rapid Flashing Beacons, Signs, Conduits, Conductors, Flasher Controller, Flasher Controller Cabinet for Pole mounting, Concrete Foundations for Bollards, and Pedestrian Detection Bollards with Infrared Beams. Style shall be TAPCO or LIGHTGUARD or equal that conforms to FHWA requirements.

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans and the requirements of this item. Prevent damage to equipment during installation (and replace any damaged components in the event of damage).

4. MEASUREMENT

This Item will be measured by lump sum for each Rectangular Rapid Flashing Beacon System installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Rectangular Rapid Flashing Beacon System" of the type specified. This price will be full compensation for furnishing, installing, and testing the completed installation, controller and associated equipment, bollards and bollard foundations, bollard mounted signs, mounting hardware, Rectangular Rapid Flashing Beacons, conduits, conductors; and equipment, labor, tools and incidentals to ensure a complete functional system.

Special Specification HC 002
Hike and Bike Trail Illumination Assemblies

1. DESCRIPTION

This Item governs for the furnishing and installation of hike and bike trail illumination assemblies at the locations as indicated on the plan drawings.

2. MATERIALS

Provide new materials that comply with the details shown on the plans, the requirements of this item, and the pertinent requirements of the following Items:

TxDOT Specification Item 620, "Electrical Conductors"

2.1.1. **Products: Luminaire.**

2.1.1.1. **Style:** Furnish New Phillip's Town Guide Classic T (PBP 103-50W64LED 4K-MP-PC-C-LE2) Luminaire Fixture with the AST Driver, or equal in style and illumination pattern.

2.1.2. **Products: Octagonal Concrete Pole.**

2.1.1.1. **Style:** Furnish New Traditional Concrete Inc. Concrete Pole Item Code: D412-SG-EA-3T, or equal.

2.1.3. **Products: Backfill Aggregate.**

2.1.1.1. **Style:** Furnish ¾ inch minus aggregate in accordance with requirements of specifications of Concrete Pole.

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans and the requirements of this item. Prevent damage to Luminaire fixture and concrete pole during installation (and replace any damaged components in the event of damage). Test installed fixtures in accordance with TxDOT Specification Item 616, "Performance Testing of Lighting Systems."

4. MEASUREMENT

This Item will be measured as the each Illumination Assembly installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Hike and Bike Trail Illumination Assemblies" of the types specified. This price will be full compensation for furnishing, installing, aiming and testing all luminaires, luminaire assemblies, lighting units, lamps, power drive assemblies, transformers, electrical equipment, electrical cord, enclosures, concrete poles, grounding, foundation, aggregate base material; and all equipment, labor and incidentals to ensure complete installation and functionality.

New ground boxes will be paid for under TxDOT Specification Item 624, "Ground Boxes." New electrical services will be paid for under TxDOT Specification Item 628, "Electrical Services."

Special Specification HC 003
Bike Rack

1. DESCRIPTION

This Item governs for the assembly and installation of bike racks at the locations as indicated on the plan drawings.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of bike rack for preapproval. The materials and construction will be governed by the following specification.

2.1.1. **Products: Bike Rack.**

2.1.1.1. **Style:** High Style Bike Rack – 7 Loops, 9 Bikes (Anova Furnishings, 211 North Lindbergh Blvd., St. Louis, MO, 63141, (800) 231-1327, www.anovasurnishings.com – LBR9PVCSURF), Surface Mount, or similar in style.

2.1.1.2. **Finish:** Powder coated finish that resists UV deterioration, mildew, staining and fading. Color to be selected by the Hidalgo County Precinct 2.

2.1.1.3. **Warranty:** Warranty must be for 7 yr. and cover coatings and materials.

2.1.1.4. **Hardware:** Includes all hardware needed to mount onto surface of concrete pad. Hardware must be stainless steel.

3. CONSTRUCTION

Notify the Engineer 24 hr. before concrete pours and the installation of bike rack incidentals. Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as the each unit installed complete in place as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Bike Rack." This price will be full compensation for furnishing all materials, anchoring unit to foundation, foundations, equipment, labor, and incidentals necessary to complete the work as shown on the plans.

Special Specification HC 004
Metal Bench

1. DESCRIPTION

This Item governs for the assembly and installation of metal benches at the locations as indicated on the plan drawings.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of metal bench for preapproval. The materials and construction will be governed by the following specification.

2.1.1. **Products: Metal Bench.**

2.1.1.1. **Style:** Rally 6 foot Perforated Steel Bench (Anova Furnishings, 211 North Lindbergh Blvd., St. Louis, MO, 63141, (800) 231-1327, www.anovasurnishings.com – D6002 Rally Steel Bench), Surface Mount, or similar in style.

2.1.1.2. **Finish:** High gloss finish that resists UV deterioration, mildew, staining and fading. Color to be selected by the Hidalgo County Precinct 2.

2.1.1.3. **Warranty:** Warranty must be for 7 yr. and cover coatings and materials.

2.1.1.4. **Hardware:** Includes all hardware needed to mount onto surface of concrete pad. Hardware must be stainless steel.

3. CONSTRUCTION

Notify the Engineer 24 hr. before concrete pours and the installation of metal bench incidentals. Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as the each unit installed complete in place as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Metal Bench." This price will be full compensation for furnishing all materials, anchoring unit to foundation, foundations, equipment, labor, and incidentals necessary to complete the work as shown on the plans.

Special Specification HC 005
Trash Receptacle

1. DESCRIPTION

Furnish the materials, equipment, labor and incidentals for installing trash receptacles as designated on the plans and as specified by the Engineer.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of trash receptacles for preapproval. The materials and construction will be governed by the following specification.

2.1.1. **Products: Trash Receptacle.**

2.1.1.1. **Style:** Courtyard 32-Gallon Trash Receptacle (Anova Furnishings, 211 North Lindbergh Blvd., St. Louis, MO, 63141, (800) 231-1327, www.anovasurnishings.com – F1021 (M)), or similar in style.

2.1.1.2. **Finish:** Powder coated finish that resists UV deterioration, mildew, staining and fading. Color to be selected by the Hidalgo County Precinct 2.

2.1.1.3. **Warranty:** Warranty must be for 7 yr. and cover coatings and materials.

2.1.1.4. **Hardware:** Includes all hardware needed to mount onto surface of concrete pad. Hardware must be stainless steel.

2.1.1.5. **Accessories:** To be provided with each assembly. Black Plastic Liner (Model F1017), Contour Lid (Model F3005), Traditional Surface Mount (Model F1098).

3. CONSTRUCTION

Notify the Engineer 24 hr. before concrete pours and the installation of trash receptacle incidentals. Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as each unit installed complete in place.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trash Receptacle." This price will be full compensation for furnishing all materials, anchoring unit to foundation, foundations, equipment, labor, and incidentals necessary to complete the work as shown on the plans.

Special Specification HC 006
Drinking Fountain

1. DESCRIPTION

This Item governs for the assembly and installation of drinking fountains at the locations as indicated on the plan drawings.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of drinking fountains for preapproval. The materials and construction will be governed by the following specification.

2.1.1. **Products: Drinking Fountain.**

2.1.1.1. **Style:** ADA Drinking Fountain High and Low (Most Dependable Fountains, Inc., 5705 Commander Dr., Arlington, TN, 38002, (800) 552-6331, www.mostdependable.com – Model 440 SM), Surface Mount, or similar in style.

2.1.1.2. **Finish:** Color to be selected by the Hidalgo County Precinct 2.

3. CONSTRUCTION

Notify the Engineer 24 hr. before concrete pours and the installation of drinking fountain incidentals. Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as the each unit installed complete in place as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Drinking Fountain." This price will be full compensation for furnishing all materials, anchoring unit to foundation, foundations, equipment, labor, and incidentals necessary to complete the work as shown on the plans.

Special Specification HC 007
Shade Structure

1. DESCRIPTION

This Item governs for the assembly and installation of shade structures at the locations as indicated on the plan drawings.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of shade structure for preapproval. Shop drawings shall provide documentation and/or calculations stating that the shade structure adheres to the Texas Department of Insurance Windstorm requirements for Hidalgo County. The materials and construction will be governed by the following specification.

2.1.1. **Products: Shade Structure.**

2.1.1.1. **Style:** 16 foot by 16 foot Square Four Sided Hip Roof (Poligon, Holland, MI, 49424, (616) 399-1963, www.poligon.com – SQR 16), or similar in style.

2.1.1.2. **Finish:** All shade structure components, type and color to be selected by the Hidalgo County Precinct 2.

3. CONSTRUCTION

Notify the Engineer 24 hr. before concrete pours and the installation of shade structure incidentals. Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as the each unit installed complete in place as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Shade Structure." This price will be full compensation for furnishing all materials, installation of all structural supports and foundations, excavation, posts, canopy apparatus, fasteners and other components; and for equipment, labor, and incidentals necessary to complete the work as shown on the plans.

Special Specification HC 008
Exercise Station

1. DESCRIPTION

This Item governs for the assembly and installation of exercise stations at the locations as indicated on the plan drawings.

2. MATERIALS

Submit to the Engineer the manufacturer's specifications, supporting reports and data, and detailed shop drawings of exercise stations for preapproval. The materials and construction will be governed by the following specification.

2.1.1. **Products: Exercise Station.**

2.1.1.1. **Style:** Various Exercise Equipment at each Station – Multi-Gym (UP189), Bench Dip (UP253), Body Curl (UP262), Cardio Walker (UP164S), Balance Board Station (UP177), Balance Plank Station (UP176) (Belson Outdoors, Inc., 111 North River Road, North Aurora, IL, 60542, (630) 897-8489, www.belson.com – UP189, UP253, UP262, UP164S, UP177, UP176), In-Gound Mount, or similar in style.

2.1.1.2. **Finish:** Finish that resists UV deterioration, mildew, staining and fading. Color to be selected by the Hidalgo County Precinct 2.

2.1.1.3. **Hardware:** Includes all hardware needed to provide in-ground mount. Hardware must be stainless steel.

3. CONSTRUCTION

Use materials and construction methods in accordance with the manufacturer's specifications and as shown on the plan details.

4. MEASUREMENT

This Item will be measured as the each unit installed complete in place as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Exercise Station." This price will be full compensation for furnishing all materials, anchoring unit to ground, foundations, equipment, labor, and incidentals necessary to complete the work as shown on the plans.

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall

appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the

subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX170008 01/06/2017 TX8

Superseded General Decision Number: TX20160008

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 $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 $10.20 per hour (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 2017. 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	01/06/2017

* 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.

  ===============================================================

  Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
  for Federal Contractors applies to all contracts subject to the
  Davis-Bacon Act for which the contract is awarded (and any
  solicitation was issued) on or after January 1, 2017.  If this
  contract is covered by the EO, the contractor must provide
  employees with 1 hour of paid sick leave for every 30 hours
  they work, up to 56 hours of paid sick leave each year.
  Employees must be permitted to use paid sick leave for their
  own illness, injury or other health-related needs, including
  preventive care; to assist a family member (or person who is
  like family to the employee) who is ill, injured, or has other
  health-related needs, including preventive care; or for reasons
  resulting from, or to assist a family member (or person who is
  like family to the employee) who is a victim of, domestic
  violence, sexual assault, or stalking.  Additional information
  on contractor requirements and worker protections under the EO
  is available at www.dol.gov/whd/govcontracts.

  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.

==========

END OF GENERAL DECISION

Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **Regional Linear Park Project - Phase 1**

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

Exhibit B-d

CHANGE ORDER NUMBER ONE(1)

Project: **Regional Linear Park Project - Phase 1**

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit B-e

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: **Regional Linear Park Project - Phase 1**
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
____5%____ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

SAMPLE

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Sample

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

Bid No.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit B-h

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,

Raul Iglesias, Manger

SAMPLE

Exhibit B-k

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNT OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

Hidalgo County
CSJ: 921-02-365

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Exhibit B-p

Hidalgo County
CSJ: 0921-02-365

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

Exhibit B-q

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

sample

Print Name

Date

Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins PO Drawer 3783 McAllen TX 78502-
CONTACT NAME:	Norma Perez
PHONE (A/C, No, Ext):	(956)781-6663
FAX (A/C, No):	(956)702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Co.	35378
INSURER B : JAMES RIVER INSURANCE	
INSURER C : Texas Mutual Insurance Co	22945
INSURER D : Travelers Lloyds	41564
INSURER E :	
INSURER F :	
INSURED	MICHAEL AND DEBBIE J CLORE CLORE CONSTRUCTION LLC 21220 FM 1420 Harlingen TX 78550-

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	
B	X COMMERCIAL GENERAL LIABILITY	X	X	00068956-1	10/30/2016	10/30/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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:							$
	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)	$
								$
A	UMBRELLA LIAB X OCCUR			CUBW6844116	10/30/2016	10/30/2017	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	X DED RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	0001225715	06/28/2016	06/28/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (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	CONTRACTOR'S EQUIPMENT			QT-660-3D737808-TLC-	06/18/2016	06/18/2017	LEASED, RENTED EQUIP DEDUCTIBLE $1,000.	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Hidalgo shall be named as additional insured on Commercial General Liabiliy Policy.
Project:C-16-378-02-21 Project- Hicalgo County Precinct No. 2- Reginonal Liner Park Project.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539-

Fax: ( ) -

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AI 018195

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CLORLAN-01 RARELLANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2017

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 have ADDITIONAL INSURED provisions or 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:	
Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78586	PHONE (A/C, No, Ext): (956) 399-1353	FAX (A/C, No): (956) 399-2185
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Lloyds	43559
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Clore Construction, LLC
21220 FM 1420
Harlingen, TX 78550

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			12308083	12/12/2016	12/12/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Business Auto			12308083	12/12/2016	12/12/2017	Coll. Deductible	1,000
A	Business Auto			12308083	12/12/2016	12/12/2017	Comp. Deductible	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: C-16-378-02-21 Hidalgo County Precinct No. 2 -Regional Linear Park Project

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David B Smith

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Insurance Requirement Acknowledgment

I, Geoffrey Clore, authorized representative for Clore Construction,
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, GEOFFREY CLORE, possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: YES.
3. Certificates: N/A.
4. Permits: N/A.
5. Other: N/A.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

11-27-16.
Date

CLORE CONSTRUCTION LLC.
Company

2820 FM 1420.
Address

HARRISBURG TX 78580
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

N/A

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.**

N/A

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 N/A

Signature of vendor doing business with the governmental entity

11-28-16

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: CLORE CONSTRUCT **Telephone No. ( )**

dba Name:

Legal Name: CLORE CONSTRUCTION

Mailing Address: 2120 FM 1420 **Fax No. ( )**

Physical Address:

City, State, Zip MANVEL **Tax I.D. No.** 45-3272[illegible]

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: TX **Date:** 9-14 **Other:**

Type of Business (check one): ____ **Manufacturer** ✓ **Wholesaler** ____ **Retailer** ____ **Broker** ____ **Distributor** ____ **Service Organization** ✓ **Other, Specify** CONSTRU

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
GEOFFREY LUR

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. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) CLORE CONSTRUCTION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 2220 FM 1420

Requester's name and address (optional)

City, state, and ZIP code [illegible] TX [illegible]

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 45-3202298

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11-28-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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: Geoffrey Cass
Title: General Manager
Telephone Number: 956-244-4395
Date: 11-16-14

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirement 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: CLINE CONSTRUCTION

Address: 21820 FM 1420
HARLINGEN TX 78552

Date Organized: 9-11 Date Incorporated: 2-4

Office Number: 956-748-4713 Fax Number: 956-748-4714

Number of years in business under present name: 5

Type of work performed by your company: CIVIL CONSTRUCTION

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: HARLINGEN AIRPORT

Address: HARLINGEN TX

Ph/Fx Number: _____ Email: _____

Scope of Work Description: BUILD A 5 MILE ROAD

Date Completed: 10-16 Total Cost: 3 MM

****

2. Owner: TX DOT

Address: PHARR TX

Ph/Fx Number: 956-216-2000 Email: _____

Scope of Work Description: BUILT A 8 MILE HIKE AND BIKE

Date Completed: 3-16 Total Cost: 2.5 MILL

****

3. Owner: TX DOT

Address: PHARR TX

Ph/Fx Number: 956-216-2000 Email: _____

Scope of Work Description: BUILT 3 BRIDGES

Date Completed: 3-15 Total Cost: 3 MILL

****

4. Owner: TX DOT

Address: PHARR TX

Ph/Fx Number: 956-216-2000 Email: _____

Scope of Work Description: US 281 BOX CULVERTS

Date Completed: 3-15 Total Cost: 3 MILL

****

5. Owner: STEC

Address: WESLACO TX

Ph/Fx Number: 956- Email: _____

Scope of Work Description: POWER PLANT

Date Completed: 2-16 Total Cost: 10 MILL

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

HARLINGEN ST OVERLAY
TXDOT BOX CULVERT

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.

SOUTHERN STAR TRANSPORT
RIO GRANDE HAULING

5. **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 28 day of November, 20 16.

_____

By _____

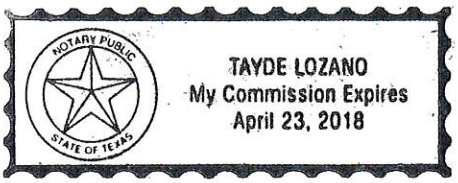
Title GLENDA M ANDERSON

Subscribed and sworn to me this 22 day of November, 2016.

By: Tayde Lozano

Notary Public in and for _____ County, Texas

My commission expires 4.23.18



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:
2017-174394

Date Filed:
03/03/2017

Date Acknowledged:
03/03/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Clore Construction LLC
Harligen , 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 services, goods, or other property to be provided under the contract.

C-16-378-02-21
Regional Linear Park 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:
2017-174394

Date Filed:
03/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Clore Construction LLC
Harligen , 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 services, goods, or other property to be provided under the contract.

C-16-378-02-21
Regional Linear Park 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.

NOTARY PUBLIC STATE OF TEXAS
TAYDE LOZANO
Notary ID # 129795872
My Commission Expires
April 23, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 3rd day of March, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Tayde Lozano — Printed name of officer administering oath | Office Manager — Title of officer administering oath

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 028005194
Functional Area: Entity Management, Performance Information

ENTITY	Clore Construction Co LLC	Status:Active
DUNS: 028005194	+4:	CAGE Code: 7RKF0 DoDAAC:
Expiration Date: Dec 5, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 21220 FM 1420		
City: Harlingen		State/Province: TEXAS
ZIP Code: 78550-2590		Country: UNITED STATES

DocuSign Envelope ID: 834765C9-3792-477C-A9B1-2639A00799D0

Texas Department of Transportation

600 WEST INTERSTATE 2, PHARR, TEXAS 78577-6535 | 956.702.6100 | WWW.TXDOT.GOV

February 13, 2017

The Honorable Eduardo "Eddie" Cantu,
Hidalgo County Commissioner, Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, Tx 78577

RE: Local Let Project Award
HWY: Regional Linear Park
CSJ: 0921-02-365
From: S. San Antonio Ave to Ridge Road

Dear Commissioner Cantu,

We have completed our review of the bid package and analysis that was included with the Hidalgo County Precinct 2 letter dated January 17, 2017 and we concur with awarding the contract to Clore Construction Co LLC with their low bid amount of $1,987,751.58. As discussed by phone with Mr. Armando Garza, Jr., Clore Construction Co LLC is only eligible to bid TxDOT waived projects up to $300,000.00 and has exceeded its bidding capacity. Had this Regional Linear Park project been let statewide, Clore Construction Co LLC would not have been eligible to bid. The County of Hidalgo may now award the contract and move forward with construction operations.

Ramon Sanchez, out of the Pharr Area Office will continue to serve as our construction project manager and your point of contact from this point forward. Please work directly with him to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the County of Hidalgo will need to follow can be found at http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html.

If you have any questions, feel free to call me or our Project Manager, Joseph E. Leal, P.E. at (956) 702-6247.

Sincerely,

DocuSigned by:
[signature]
880F28D9F991424...

Toribio Ochoa, Jr., P.E.
Pharr District Engineer

Cc: Homero Bazan, Jr., P.E., Director of Transportation Planning & Development
Rene Garza, P.E., Pharr Area Engineer
Norma Y. Garza, P.E., Advance Project Development Supervisor
Joseph E. Leal, P.E., Project Development Project Manager
Evan Roberts, P.E., Project Development Support Supervisor
Ramon Sanchez, Construction Project Manager
Armando Garza, Jr., Hidalgo County Precinct 2 Chief Administrator

AI-59228 **Purchasing Department** **22. D. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of clarification to Change Order No. 1 in connection with the PCT #3 "La Joya Watershed Improvements - South Detention Basin Project"(C-16-161-08-09) reflecting the correct amount of of $16,266.00 for a new contract amount of $4,645,975.00 from contracted vendor, L&G Construction Company and as recommended by project engineer, L&G Engineer, with authority to execute document.

BACKGROUND

Clarification to 3/21/17 agenda no. 59019.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1347-431-00-123-117-0-723

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

BUDGETARY IMPACT:

Change Order increase the amount of $16,266.00

Attachments

Revised Change Order No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 04:52 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Rocio Villarreal		Started On: 03/31/2017 03:59 PM
Final Approval Date: 03/31/2017		

CHANGE ORDER NUMBER ONE(1)

Project: La Joya Watershed Improvements - South Detention Basin Project

DATE OF ISSUANCE: 3/21/2017 EFFECTIVE DATE 3/28/2017

OWNER: County of Hidalgo
OWNER'S CONTRACT NO C 16-161-08-09

CONTRACTOR: L&G Construction Company
2100 W. Exprwy 83
Mercedes, Texas 78570

ENGINEER: L&G Engineers
900 S. Stewart Road
Mission, Texas 78572

You ar directed to make the following changes in the Contract Documents.

Description:
1. Introduce the Item 550-9001 for installation of 2900 lf of 8' chain link fence with dust containment screen (fabric). Also introduce Item 550-9002 for the removal of chain link fence (fabric only) after construction
2. Introduce Item 204-6003 Sprinkling (Dust Control)
3. Eliminate Item 400-6010 Struct Excav (Spl) on Base Bid work and Phase B & Phase C work.
4. Eliminate Item 506-6003 Rock Filter Dams (TY 3) on Base Bid work
5.

Reason for Change Order:
1. The installation of Item 550-9001 Chain Link Fence with Dust Containment Screen is necessary to address complaints received from adjacent property owners. The prevailing Southeastern winds pick up dust from the project site and blows it toward the adjacent neighborhood. Also, compensate contractor to remove Item 550-9002 Chain Link Fence (Remove)(Fabric Only) after construction.
2. The introduction of Item 204-6003 Sprinkling (Dust Control) is necessary to compensate the Contractor for additional watering needed to control blowing dust during construction operations.
3. Item 400-6010 Struct Excav (Spl) is not needed due to dry bedding conditions encountered during RCP installation.
4. Quantities (186 lf) for Item 506-6003 Rock Filter Dams (Ty 3) is being reduced on Base Bid work due to not needing SWPPP control measures at this time due to delay of TxDOT proposed work in this area.
5.

Attachments: Item and quantity change order table including new item unit cost TxDOT average bid prices.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 4,645,975.00		Original Contract Time for Substantial Completion: 380 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $ 4,645,975.00		Contract Time prior to this Change Order Substantial Completion: 380 calendar days or dates
Net Increase of this Change Order $ 16,266.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Or $ 4,662,241.00	Net % increase(decreas original contract price. 0.35%	Contract Time with all approved Change Orders Substantial Completion: 380 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 03/23/2017

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Auth. Signature)
Date: 3/22/17

STATE OF TEXAS
JORGE A. MADRIGAL
97243
LICENSED
PROFESSIONAL ENGINEER

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Estimated Cost

CONTRACT No: C 16-161-08-09

Paid by Invoice? (__ Yes _X_ No)

TABLE A: Force Account Work and Materials Placed in Stock

LABOR	HOURLY RATE	DESCRIPTION	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PROPOSED REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN / UNDERRUN
204-9001	SPRINKLING (DUST CONTROL)(SPL)	MG	$ 10.00	0.00	$ -	3000.00	$ 30,000.00	$ 30,000.00
400-6010	STRUCT EXCAV (SPL)(PHASE A)	CY	$ 62.00	389.00	$ 24,118.00	0.00	$ -	$ (24,118.00)
400-6010	STRUCT EXCAV (SPL)(PHASE B)	CY	$ 177.00	9.00	$ 1,593.00	0.00	$ -	$ (1,593.00)
400-6010	STRUCT EXCAV (SPL)(PHASE C)	CY	$ 177.00	9.00	$ 1,593.00	0.00	$ -	$ (1,593.00)
506-6003	ROCK FILTER DAMS (TY 3)	LF	$ 150.00	488.00	$ 73,200.00	302.00	$ 45,300.00	$ (27,900.00)
550-9001	CHN LNK FNCE (INSTALL)(8')W/FABRIC	LF	$ 13.30	0.00	$ -	2900.00	$ 38,570.00	$ 38,570.00
550-9002	CHN LNK FNCE (REMOV FABRIC ONLY)	LF	$ 1.00	0.00	$ -	2900.00	$ 2,900.00	$ 2,900.00
TOTALS					$ 100,504.00		$ 116,770.00	$ 16,266.00

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

TABLE B: Contract Items (Continued)

Contract no: C 16-162-08-09

				ORIGINAL + PROPOSED REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN / UNDERRUN

AI-59177 **Purchasing Department** **22. D. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (with an estimated amount cost of $247,600.00) as submitted by project engineer, L&G Consulting Engineers, Inc. to provide Engineering Services required for the preparation of the Phase III Right-of-Way Map for the Mile 3 project from FM 492 to Tom Gill and the Design of Outfall Structures and Connections at the Intersection of Abram Road and Mile 3.

BACKGROUND

Funding - Agenda AI-59176

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1347-431-00-123-051-0-841

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

BUDGETARY IMPACT:

Funds available pending cc approval of AI #59176

Attachments

Work Auth No. 3

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 01:28 PM
Budget & Management	Veronica Ortiz	03/31/2017 02:41 PM
Merlen P. Munoz	Merlen P. Munoz	03/31/2017 04:49 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Norma Ceballos		Started On: 03/30/2017 02:35 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-305-10-07
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 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 Engineering Services required for the preparation of the Phase III Right-of-Way Map for the Mile 3 project from FM 492 to Tom Gill and the Design of Outfall Structures and Connections at the Intersection of Abram Road and Mile 3.

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 $247,600.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" - Estimated Man-hour Breakdown.***

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. 3 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, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

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

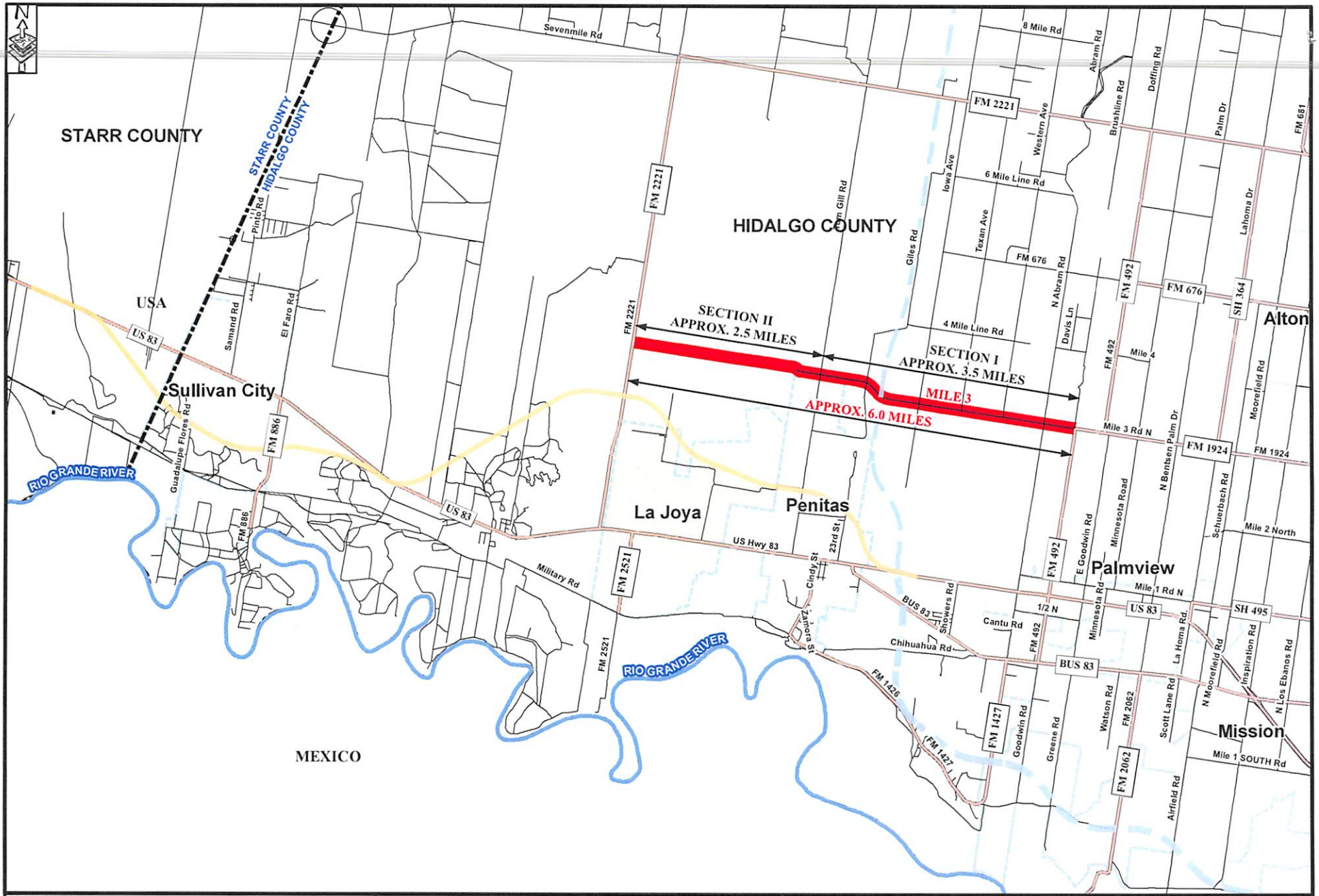
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown



L&G Engineering
Transportation Consulting Engineers

MILE 3
PROJECT LOCATION MAP
SECTION I - FROM TOM GILL TO FM 492
SECTION II - FROM FM 2221 TO TOM GILL

LEGEND
- MILE 3 PROJECT LIMITS
  PROJECT APPROX. LENGTH: 6.0 MILES
- PROPOSED HCRMA PROJECTS
- CITY LIMITS
- COUNTY LIMITS
- LA JOYA BYPASS
- STREETS
- STATE ROADS

9,000 Feet
1 inch = 9,000 feet

G:\MAPS\POTENTIAL CORRIDORS\POTENTIAL CORRIDORS_LOCATION MA 11X17 4-24-12.mxd

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. They COUNTY, will provide copies of Engineering, Drainage Studies within or near the project limits

4. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

5. The COUNTY will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
CONTROL:	0921-02-321
PROJECT/DESCRIPTION:	PREPARATION OF THE ROW MAP FOR THE MILE 3 PROJECT
LENGTH:	3.5 MILES
HIGHWAY:	MILE 3 PROJECT
LIMITS:	FROM FM 492 TO TOM GILL

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
X Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

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 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
YES	N/A	3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
YES	N/A	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES N/A 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES N/A 3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY		
		4.	**DELIVERABLES:** In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	N/A	4.1.	An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
YES	N/A	4.2.	A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. ROW Map Submittal Requirements: 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD. IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements: 4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision 4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision 4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and 4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
YES	N/A	4.3.	Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
YES	N/A	4.4.	Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
YES	N/A	4.5.	A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	N/A	4.6.	Records used to establish ownership.
YES	N/A	4.7.	ROW and parcel filed notes signed and sealed by a RPLS.
YES	N/A	4.8.	Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	N/A	4.9.	Items indicated under the Automation Requirements Section 6.
YES	N/A	4.10	Completed (Attached) Checklist with submittal of ROW Map etc.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

YES N/A

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

YES N/A

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

YES N/A

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

Client

EXHIBIT "C"
WORK SCHEDULE
Mile 3 Rd. Project
From: FM 492 to Tom Gil Rd.

TASK AND DESCRIPTION	FIRM	2014	2015												2016												2017									
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mile 3 Road Project																																						
Phase I: EA, PUBLIC INVOLVEMENT, SCHEMATIC (from FM 492 to Tom Gil Rd.)																																						
Develop Alternatives & Matrix	L&G																																					
Pre-design Meeting with TxDOT																																						
Advertise & Conduct Public Meeting	L&G																																					
Select TPA	L&G																																					
Develop & Submit Schematic	L&G																																					
TxDOT Review & Revisions	TxDOT																																					
TxDOT Approval	TxDOT																																					
Process Technical Reports	TxDOT																																					
Agency Coordination	TxDOT																																					
Administratively Complete Document	TxDOT																																					
Environmental Decision	TxDOT																																					
Hydrological Map	L&G																																					
Preliminary Compensable Utilities	L&G																																					
Update Schematic (FHWA/TxDOT Comments)	L&G																																					
Phase II: PS&E, CONSTRUCTION OVERSIGHT (from FM 492 to Tom Gil Rd.)																																						
Design Field Surveys	L&G																																					
PS&E Development	L&G																																					
TxDOT Review & Revisions																																						
Geotechnical Soil	L&G																																					
Permitted Utility Coordination	L&G																																					
Construction Inspection	L&G																																					
Construction Management	L&G																																					
Phase III: ROW Acquisition (from FM 492 to Tom Gil Rd.)																																						
ROW Map	L&G																																					
ROW Acquisition Services	L&G																																					
Compensable Utility Management	L&G																																					

L&G Engineering
TxDOT

11:22 AM/2/8/2017

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

MILE 3 NORTH PROJECT

		MANHOURS								
		Senior Engineer	Project Engineer	Design Engineer	EIT	CADD Operator	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	167.89	123.54	114.04	82.36	66.52	57.02			
WORK AUTHORIZATION NO. 3										
PHASE II - ROW MAPPING										
1	Complete ROW Map (Estimated 47 Parcels) (See Exhibit D-1, page 2 of 2)							0	$ 150,400.00	$ 150,400.00
2	Coordination with the Surveyor for the ROW Map	60	90	80	120	80	29.47	459.47		$ 47,200.38
3	Design of Outfall Structures and Connections at the Intersection of Abram Rd. & Mile 3	60	100	80	170	59	9.19			$ 50,000.49
SUB-TOTAL		60	90	80	120	80	29.47	459.47	$	247,600.87

Subtotal Manhour Fee with Sub-Consultant Costs:	$ 247,600.87
*** Total Project Fee:**	**$ 247,600.00**

*Rounded Figure

Exhibit "D"

February 28, 2017

Mr. Jacinto Garza, P.E.
L & G Consulting Engineers, Inc.
Attn: Robert Macheska, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

Proposal: Proposal FNC 130
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
Work Authorization #____
Mile 3 Rd. Project
Limits: Tom Gil to FM 492

Dear Mr. Garza:

As discussed, the following is a cost estimate for the above mentioned project:

FNC 130 ROW Mapping 47 parcels @ $3200/parcel = $150,400

Total = $150,400

If you have any questions or need additional information, please contact me at (956) 451-2670.

Sincerely,

Julio Cerda, P.E.
R.O.W. Surveying Services, LLC

TBPLS Reg. #: 10193886
DBE #: 25254 / HUB #: 1462094388700
900 S. Stewart Road, Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.424.3132

AI-59222 **Purchasing Department** **22. E. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of *Supplemental Agreement #1- WA1* for "*Exhibit D-1-Project Fee Schedule and Estimated Man-hour Breakdown*" with an "increase" of **($ 7,386.43**) revising the estimated total cost to **($ 43,993.50)** as submitted by project engineer, South Texas Infrastructure Group, LLC, in connection to (job specific) Professional Services Agreement #C-16-369-10-25 for: "Sunflower Road Project" located in Precinct 4.

BACKGROUND

SA1-WA1-C-16-369-10-25-STIG
PCT 4 Request

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1200-431-00-124-189-0-721

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

BUDGETARY IMPACT:

Funding available as of 04/3/2017.

Attachments

SA1-WA1-C-16-369-10-25
email request-pct 4

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing - Internal	Marty Salazar	03/31/2017 02:56 PM
Budget & Management	Veronica Ortiz	03/31/2017 02:56 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Letty Saenz		Started On: 03/31/2017 02:30 PM
Final Approval Date: 03/31/2017		

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES C-16-369-10-25

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **SOUTH TEXAS INFRASTRUCTURE GROUP, L.L.C.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 25th the day of October, 2016 concerning professional engineering services for the **"Sunflower Road"** between **(SH 107 to Mile 17 Road)**, (for Roadway design, field design survey services-full details of services on Exhibit B) hereinafter referred to as the "**Project**"; and,

WHEREAS, it has become necessary to amend *"Exhibit C – Work Schedule"* of Work Authorization No. 1, Part 5 of the Agreement – Period of Service, to include sufficient time needed for the additional services to be provided.

WHEREAS, it has become necessary to amend *"Exhibit D-1 – Project Fee Schedule and Estimated Man-hour Breakdown"* of Work Authorization No. 1, Part 2 of the Agreement – Estimated Cost, to increase the original Work Authorization amount of **$36,607.07** to **$43,993.50**; therefore, the amount of **Supplemental No. 1 is $7,386.43**.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Sections of the Agreement, EXHIBIT "C" – WORK SCHEDULE and EXHIBIT "D-1" – PROJECT FEE SCHEDULE AND ESTIMATED MANHOUR BREAKDOWN, are revised to reflect the above listed modifications of this Supplemental.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2017.

THE ENGINEER:
ENGINEER

BY: _____
Julio Cerda, P.E., President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS:
EXHIBIT C – "Work Schedule"
EXHIBIT D-1 – "Project Fee Schedule and Estimated Man-hour Breakdown"
FORM 1295 – South Texas Infrastructure Group, L.L.C.
FORM 1295 – R.O.W. Surveying Services, L.L.C.

Exhibit "C"
Work Schedule
Sunflower Rd. Widening and Reconstruction
From Mile 17 to SH 107
Supplemental No. 1

Revised 03-28-2017

TASK AND DESCRIPTION	FIRM	2016			2017								
		October	November	December	January	February	March	April	May	June	July	August	September
Phase I: Roadway Design Plans and Specifications	STIG												
A. Design Survey & Roadway Design Plans													
B. Drainage Culvert Design Plan and Profile													
C. Details and Specifications													
D. Final Deliverables													
E. Construction Bidding Schedule													
F. Award Contractor and Notice to Proceed													
G. Contruction of Roadway													
	ROWSS												
A. Horizontal and Vertical Control													
B. Construction Staking													
C. Construction Inspection													

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT
Supplemental No. 1

Highway: Sunflower Road Project Precinct No. 4
County: Hidalgo County, Texas
From: Mile 17 to SH 107
Description of Work:

South Texas Infrastructure Group, LLC

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
HOURLY RATE	$187.00	$161.00	$125.00	$98.00	$80.00	$85.00	$50.00		
ROADWAY DESIGN CONTROLS (FC160)									
160. Geometric Design									
2.0 Develop Geometric Project Layout	0	0	2	2	4	4	0	12	$ 1,106.00
160.1 Roadway Design									
1.0 Design and Develop Horizontal Alignment - Mainlanes (PS&E)	0	0	4	8	0	0	0	12	$ 1,284.00
2.0 Design and Develop Horizontal Alignment - Cross Streets (PS&E)	0	0	4	8	0	0	0	12	$ 1,284.00
3.0 Develop Horizontal Alignment Data Sheet	0	0	1	3	2	2	0	8	$ 749.00
4.0 Design and Develop Vertical Alignment - Mainlanes (PS&E)	0	0	4	8	0	0	0	12	$ 1,284.00
5.0 Design and Develop Vertical Alignment - Cross Streets (PS&E)	0	0	2	4	0	0	0	6	$ 642.00
6.0 Design and Develop Roadway Geometric File (PS&E)	0	0	4	6	0	0	0	10	$ 1,068.00
7.0 Design Intersection Grading and Transitions	0	0	2	5	0	0	0	7	$ 740.00
8.0 Design and Develop Exist. & Prop. Cross Sections (Mainlanes)	0	0	4	5	0	0	0	9	$ 990.00
9.0 Design and Develop Exist. & Prop. Cross Sections (Cross Streets)	0	0	4	5	0	0	0	9	$ 990.00
10.0 Develop Plan and Profile Sheets	0	0	4	7	4	8	0	23	$ 2,186.00
11.0 Develop Intersection Layouts	0	0	2	2	6	6	0	16	$ 1,436.00
12.0 Develop Cross Section Layout Sheets	0	0	1	5	6	0	0	12	$ 1,095.00
13.0 Develop Driveway P&P Sheets	0	0	1	3	4	6	0	14	$ 1,249.00
14.0 Design and Develop Misc. Roadway Details	0	0	1	3	2	2	0	8	$ 749.00
15.0 Select Pertinent Roadway Standards	0	0	1	3	1	1	0	6	$ 584.00
160.4 Typical Sections									
1.0 Develop Existing and Proposed Typical Sections (Mainlanes)	0	0	2	2	4	5	0	13	$ 1,191.00
2.0 Develop Existing and Proposed Typical Sections (Cross Streets)	0	0	2	2	4	5	0	13	$ 1,191.00
3.0 QA/QC for Typical Sections	0	0	0	0	0	0	0	0	$ -
160.5 Cut and Fill Quantities									
1.0 Develop Earthwork Quantities for Mainlanes and Cross Streets	0	0	1	3	0	0	0	4	$ 419.00
160.7 Pavement Design (See Laboratory Fee Schedule)									
									$ -
Subtotal Hours	0	0	46	84	37	39	0	206	
Subtotal Cost	$0.00	$0.00	$5,750.00	$8,232.00	$2,960.00	$3,315.00	$0.00		$20,257.00

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT
Supplemental No. 1

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
HOURLY RATE	$187.00	$161.00	$125.00	$98.00	$80.00	$85.00	$50.00		
DRAINAGE (FC161)									
161.1. Drainage Report									
1.0 Site Visit to Confirm Outfalls and Existing Drainage Infrastructure	0	0	0	2	0	0	0	2	$ 196.00
2.0 Obtain and Review Existing Hydrologic Models	0	0	1	1	0	0	0	2	$ 223.00
3.0 Review Drainage As-Builts	0	0	1	1	0	0	0	2	$ 223.00
4.0 Develop Exterior Drainage Area Boundaries	0	0	1	1	0	0	0	2	$ 223.00
5.0 Develop Interior Drainage Area Boundaries	0	0	1	1	0	0	0	2	$ 223.00
6.0 Compute Discharges for Exterior Drainage Areas	0	0	1	2	0	0	0	3	$ 321.00
7.0 Compute Discharges for Interior Drainage Areas	0	0	1	2	0	0	0	3	$ 321.00
161.3. Culvert and Storm Drain Design									
1.0 Design and Develop Hydraulic Computations for Outfall Channel	0	0	0	1	0	0	0	1	$ 98.00
2.0 Design and Develop Hydraulic Computations for 2 Culvert Crossings	0	0	0	1	0	0	0	1	$ 98.00
3.0 Design and Develop Hydraulic Computations for Storm Sewer System (3 Systems)	0	0	0	1	1	0	0	2	$ 178.00
4.0 Identify Areas requiring trench protection, shoring, and dewatering	0	0	0	1	0	0	0	1	$ 98.00
5.0 Develop Exterior Drainage Area Map Sheets	0	0	0	1	2	1	0	4	$ 343.00
6.0 Develop Interior Drainage Area Map Sheets	0	0	0	1	2	1	0	4	$ 343.00
7.0 Develop Hydrologic Computation Sheets	0	0	0	1	1	2	0	4	$ 348.00
8.0 Develop Storm Sewer Plan and Profile Sheets (3 Systems)	0	0	0	1	1	3	0	5	$ 433.00
9.0 Select pertinent Drainage Standards	0	0	0	1	1	1	0	3	$ 263.00
10.0 Prepare Drainage Details for outlet protection, etc.	0	0	0	1	1	1	0	3	$ 263.00
11.0 Identify Pipe Strength Requirements	0	0	0	1	0	0	0	1	$ 98.00
12.0 Identify Potential Utility Conflicts	0	0	0	1	0	0	0	1	$ 98.00
13.0 Develop Existing ground profiles at the ROW line (for storm sewer systems)	0	0	0	1	0	0	0	1	$ 98.00
14.0 Develop Hydraulic Data Sheets for Culvert Crossings	0	0	0	0	0	0	0	0	$ -
15.0 Develop Hydraulic Data Sheets for Storm Sewer Systems (3 Systems)	0	0	0	1	1	1	0	3	$ 263.00
161.5. Temporary Drainage Facilities									
1.0 Evaulate Traffic Control Plan for Temporary Drainage Facilities	0	0	0	0	0	0	0	0	$ -
2.0 Design and Develop Temporary Drainage Measures	0	0	0	0	0	0	0	0	$ -
Subtotal Hours	**0**	**0**	**6**	**24**	**10**	**10**	**0**	**50**	
Subtotal Cost	**$0.00**	**$0.00**	**$750.00**	**$2,352.00**	**$800.00**	**$850.00**	**$0.00**		**$ 4,752.00**

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT
Supplemental No. 1

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
HOURLY RATE	$187.00	$161.00	$125.00	$98.00	$80.00	$85.00	$50.00		
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (FC 162)									
162.1. Signing and Pavement Markings									
1.0 Field Visit and Inventory Exisiting Signs	0	0	1	0	0	0	0	1	$ 125.00
2.0 Design and Develop Signing and Pavement Marking Layouts	0	0	1	1	0	2	0	4	$ 393.00
3.0 Prepare Small Sign Summary	0	0	1	1	0	1	0	3	$ 308.00
4.0 Select Signing and Pavement Marking Standards	0	0	1	1	0	1	0	3	$ 308.00
Subtotal Hours	**0**	**0**	**4**	**3**	**0**	**4**	**0**	**11**	
Subtotal Cost	$0.00	$0.00	$500.00	$294.00	$0.00	$340.00	$0.00		$ 1,134.00

TASK AND DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	EIT	SENIOR CADD TECHNICIAN	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	Total Hours	Cost
HOURLY RATE	$187.00	$161.00	$125.00	$98.00	$80.00	$85.00	$50.00		
MISCELLANEOUS (FC 163)									
163.2. Traffic Control Plan, Sequence of Construction									
1. Written narrative of Construction Sequencing & General Notes	0	0	1	0	0	1	0	2	$ 210.00
2. Develop Advanced Warning Sign Layouts	0	0	1	0	0	1	0	2	$ 210.00
3. Plan and Attend TCP Review Meeting	0	0	1	0	0	0	0	1	$ 125.00
4. TCP Sheets(4 phases)	0	0	1	0	0	1	0	2	$ 210.00
5. Develop Detour Layouts	0	0	1	0	0	1	0	2	$ 210.00
6. TCP Typical Sections	0	0	1	0	0	1	0	2	$ 210.00
7. Select TCP Standards	0	0	1	0	0	1	0	2	$ 210.00
163.5. SW3P Plans									
1. Develop SW3P Narrative	0	0	1	0	0	1	0	2	$ 210.00
2. Develop EPIC Sheet	0	0	1	0	0	1	0	2	$ 210.00
3. Develop SW3P Layouts	0	0	1	0	0	1	0	2	$ 210.00
4.Select SW3P Standards	0	0	1	0	0	1	0	2	$ 210.00
163.11. Specifications and General Notes									
1. Develop General Notes and Specifications	0	0	1	0	0	0	0	1	$ 125.00
163.12. General Plans & Task									
1. Develop Project Title Sheet	0	0	0	0	0	1	0	1	$ 85.00
2. Develop Index of Sheets	0	0	0	0	0	0	0	0	$ -
4. Develop PS&E Documentation (1002, etc.)	0	0	1	0	0	0	0	1	$ 125.00
163.13. Construction Phase Services									
1. Construction Bidding	0	3	5	5	0	0	0	13	$ 1,598.00
2. Construction Contract Administration & Inspection	0	0	24	0	0	0	0	24	$ 3,000.00
3. Miscellaneous Technical Activities	0	0	10	6	0	0	0	16	$ 1,838.00
Subtotal Hours	**0**	**3**	**52**	**11**	**0**	**11**	**0**	**77**	
Subtotal Cost	**$0.00**	**$483.00**	**$6,500.00**	**$1,078.00**	**$0.00**	**$935.00**	**$0.00**		**$ 8,996.00**

Exhibit "D-1"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT
Supplemental No. 1

TASK AND DESCRIPTION	PROJECT PRINCIPAL	PROJECT RPLS	SURVEY TECHNICIAN	4-MAN SURVEY CREW	3-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	Total Hours	Cost
HOURLY RATE	$124.00	$125.00	$82.00	$174.00	$155.00	$130.00	$50.00		
SURVEYING (FC 150)									
A. Control Hz and Vt									
I. Primary Project Control									
i. Establish Primary Control	0	1	0	0	4	0	0	5	$ 745.00
II. Secondary Project Control									
i. Set additional secondary control points as needed	0	1	0	0	4	0	0	5	$ 745.00
ii. Horizontal values established with RTK or VRS	0	1	0	0	4	0	0	5	$ 745.00
iii. Vertical values established with digital level	0	1	0	0	2	0	0	3	$ 435.00
III. Setting Benchmarks									
i. Setting Benchmarks @ 1500'(ft) intervals	0	1	0	0	2	0	0	3	$ 435.00
B. Design Surveys									
i. Topographic & Crossections	0	1	4	0	6	0	0	11	$ 1,383.00
ii. Locate Visible Utilities	0	1	1	0	1	0	0	3	$ 362.00
iii. Utilities	0	0	1	1	1	0	0	3	$ 411.00
iv. Proposed Centerline on Existing Pavement	0	0	1	1	1	0	0	3	$ 411.00
v. Cross section Intersecting Streets	0	0	1	1	1	0	0	3	$ 411.00
vi. Driveways and Turnouts	0	1	1	1	1	0	0	4	$ 536.00
vii. Existing Storm Drain	0	0	1	1	1	0	0	3	$ 411.00
viii. Outfalls	0	0	1	1	0	0	0	2	$ 256.00
ix. Cross Culverts, Driveway Culverts, Inverts	0	1	1	1	1	0	0	4	$ 536.00
Subtotal Hours	0	9	12	7	29	0	0	57	
Subtotal Cost	$0.00	$1,125.00	$984.00	$1,218.00	$4,495.00	$0.00	$0.00		$ 7,822.00

**A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).*

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT						COST
Environmental Engineering								
163.13 **Utility Engineering Investigation based on the SUE form FC 150								
MILEAGE (current state rate)	500	$ 0.565						$ 282.50
MEALS (Overnight stay Required)		$ 36.00						$ -
LODGING (taxes/fess not included)		$ 85.00						$ -
11" x 17" B/W Paper Copies	500	$ 1.50						$ 750.00
SUBTOTAL DIRECT EXPENSES								$ 1,032.50

SUMMARY	
TOTAL ENGINEERING DESIGN COSTS:	$ 35,139.00
TOTAL DESIGN SURVEY COSTS:	$ 7,822.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY:	$ 1,032.50
SUBCONSULTANT TOTAL:	$ -
GRAND TOTAL	$ 43,993.50

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:
2017-184106

Date Filed:
03/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Infrastructure Group, L.L.C.
Mission, 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 Precinct No. 4

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 services, goods, or other property to be provided under the contract.

C-16-369-10-25 (WA#1)
Supplemental #1 to Work Authorization #1 Sunflower Road Project Precinct #4

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.

NOTARY PUBLIC STATE OF TEXAS
ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 28th day of March, 2017, to certify which, witness my hand and seal of office.

Alicia Rodriguez	Alicia Rodriguez	Notary
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:
2017-184119

Date Filed:
03/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
R.O.W. Surveying Services, L.L.C.
Mission, 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 Precinct No. 4

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 services, goods, or other property to be provided under the contract.
C-16-369-10-25 (WA#1)
Supplemental #1 to Work Authorization #1 Sunflower Road Project Precinct #4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
South Texas Infrastructure Group, L.L.C.	Mission, 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.

ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julio Cerda, this the 28th day of March, 20 17, 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
Alicia Rodriguez	Alicia Rodriguez	Notary

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Supplemental No. 1 to Work Authorization No. 1

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Mar 31, 2017 11:26 AM

Subject : Supplemental No. 1 to Work Authorization No. 1 1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>

Good Morning Letty,

Can you please place the following on agenda for us?
The PO is 753585 account 7-1200-431-00-124-189-0-721

I will be sending this to Sergio as well so he can assist us in moving the money ($7,386.43) to cover the supplemental request. Thank you for all your help!

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

20170331105820738.pdf
1 MB

AI-59217 **Purchasing Department** **22. E. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents for the "Recovery and Motor Pool Improvements" for Hidalgo County Pct. 4 to Synergy Builders of Texas L.L.C. in the total amount of $395,000.00 subject to legals approval.

BACKGROUND

C.C. award action on 03/21/2017 AI-57026 Contract No. C-17-067-03-21 approved by legal counsel.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** see below

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

BUDGETARY IMPACT:

7-1342-419-40-124-126-0-730
7-1342-432-00-124-XXX-0-730
7-1342-432-00-124-XXX-0-730

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 04:51 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Tanya Delira		Started On: 03/31/2017 01:57 PM

Final Approval Date: 03/31/2017

PROJECT MANUAL

Hidalgo County Precinct 4 Recovery and Motor Pool Improvements

RFB No. 2017-067-02-15-TDL

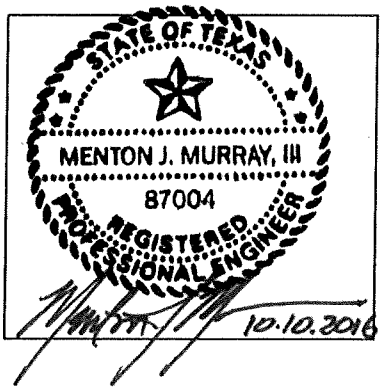
Edinburg, Texas

THIS PAGE LEFT INTENTIONALLY BLANK

HIDALGO COUNTY PRECINCT 4
RECOVERY AND MOTOR POOL IMPROVEMENTS

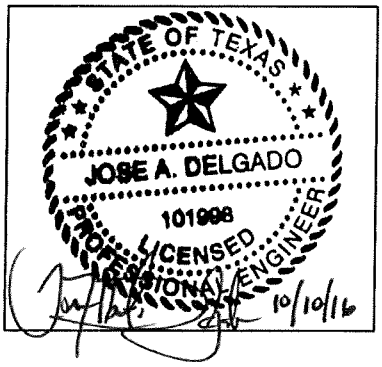
MECHANICAL/PLUMBING ENGINEER:
HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

MENTON J. 'TREY' MURRAY, III, P.E.



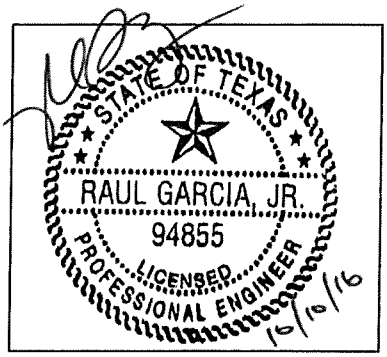
ELECTRICAL ENGINEER:
HALFF ASSOCIATES, INC.
5000 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

JOSE A. DELGADO, P.E., LEED AP BD+C



CIVIL ENGINEER:
HALFF ASSOCIATES, INC.
5000 WEST MILITARY, STE. 100
MCALLEN, TEXAS 78503
P: (956) 664-0286
F: (956) 664-0282

RAUL GARCIA JR, P.E.



STRUCTURAL ENGINEER:
CHANIN ENGINEERING
400 NOLANA, SUITE N2
MCALLEN, TEXAS 78504
P: (956) 687-9421
F: (956) 687-3211

MIGUEL CHANIN, P.E.

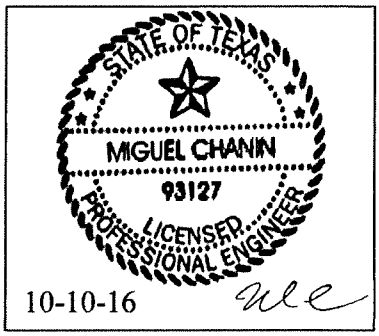


TABLE OF CONTENT
2017-067-02-15-TDL
"RECOVERY AND MOTOR POOL IMPROVEMENTS"

1) Advertisement and Invitation for Bids
2) Hidalgo County Revised Legal Notice
3) Information to Bidders
4) Statement of Credentials
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) Exhibit "C"

a. Insurance Requirements

12) Title 29 Labor
13) Standard General Condition of Construction Contract
14) Supplemental General Condition

15) Exhibit A General Notes & Standard Specifications

a. Technical Specifications
b. Hidalgo County Specifications as per 340

16) Exhibit "B"

a. Debartment
b. W-9
c. Bidder/Vendor Application
d. Conflict of Interest Questionnaire
e. Sales Tax and Local Sales Tax Certificate

17) Exhibit "D" Border Wage Rates

a. Government Code Ch. 2258
b. Prevailing Wage Rate
c. Davis Bacon (USE MOST CURRENT)

18) Exhibit "E"

a. Change Order
b. Payment of Application
c. Schedule of Values
d. Partial Release of Lien
e. Contractor's Affidavit of Payment of Debts and Claims
f. Prevailing Wage Rates Certificate Statement
g. Certificate of Construction Completion
h. Contractor's Affidavit of Release of Lien
i. Payment Schedule
j. Quantity Work Sheet

19) Construction Identification Sign

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 25, 2017

The Monitor
1400 East Nolana
McAllen, Texas 78504

Re: Hidalgo County –**"Recovery and Motor Pool Improvement"**
Bid Opening Date: February 15, 2017
RFB: 2017-067-02-15-TDL

Gentlemen:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. The first publication should run on **SATURDAY, January 28, 2017** and the second on **SATURDAY, February 4, 2017.**

After these publications, please submit to this office a publisher's affidavit for our records. The billing statement should be mailed to:

Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542
PO 754942

Thank you for your assistance in this matter.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids on: **"Recovery and Motor Pool Improvement"**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of Halff Associates, Inc. 5000 West Military Ste. 100 McAllen, Texas 78503 Phone No. **(956) 664-0286** for the amount of **$150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, February 8, 2017** at **2:30P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING-PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **2017-067-02-15-TDL–"Recovery and Motor Pool Improvement"** 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 Hwy281
Edinburg, Texas78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd& Business 281)
Edinburg, Texas78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, February 15, 2017** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin (if applicable.)

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed written bidding RFI's shall be faxed to: Menton J. "Trey" Murray, III @ 956-664-0282 or e-mailed to tmurray@halff.com . Please call 956-664-0282 to confirm receipt of faxed RFI. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by **5:00 PM Wednesday February 8, 2017.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM Friday February 10, 2017.** Inquiries beyond this date will not be responded to. Contact project architect's office for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit or refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **4th** of **October 2016**.

MARTHA L. SALAZAR, CPPB
HIDALGOCOUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

THIS PAGE LEFT INTENTIONALLY BLANK

REQUEST FOR BIDS

HIDALGO COUNTY
"Recovery and Motor Pool Improvements"

BID OPENING
February 15, 2017

Contact Person:

Tanya De Lira
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 -"Recovery and Motor Pool Improvements"** 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.: 2016-067-02-15 "HIDALGO COUNTY-Recovery and Motor Pool Improvements"** 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, February 15th , 2017. NO FACSIMILES, EMAILS 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 depts. Name -RFB NO.: 2017-056-02-15-TDL"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. Exhibit "G" Title VI Appendices "A" through "E"
   8. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - "HIDALGO COUNTY -RFB NO.: 2017-067-02-15-TDL"
Descriptive information as to the items or services delivered, including product code item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	February 15, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

. 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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 E, 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.

22. 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. (2016-000), 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: tanya.delira@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
Pct. 4
"Recovery and Motor Pool Improvements"
BID NO.: 2017-067-02-15-TDL

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: _____

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
(Dept. Name)
"Recovery and Motor Pool Improvements"
BID NO.: 2017-067-02-15-TDL

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: Synergy Builders of Texas LLC
Address: P.O. Box 4292, Edinburg, TX 78540
By: D. A. Jr.
Printed Name: Dagoberto Perez, Jr.
Title: Managing Member

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY
"Recovery and Motor Pool Improvements"
RFB NO: 2017-067-02-15-TDL

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	Exhibit A, Specifications	
4.	Exhibit B, Bid Page	
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	5
10.	Draft Contract	
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-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.

Martha L. Salazar, CPPB, Purchasing Agent

Date

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday, February 15, 2017 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Project Name:_____

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Halff Associates, Inc., 5000 West Military Ste. 100, McAllen, Texas 78503 attn: Menton J. "Trey" Murray, III and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

STATEMENT OF CREDENTIALS

for Facility Construction and Related Projects
(Non-road Improvements)

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: Synergy Builders of Texas, LLC

   Address: P.O. Box 4292, Edinburg, Texas 78540

   Date Organized: February 2016 Date Incorporated: February 2016

   Office Number: 956-222-6624 Fax Number: 956-513-0688

   Number of years in business under present name: 1

   Have you ever failed to complete any work awarded to you? No

   Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

   1. Owner: Edinburg Consolidated Independent School District (ECISD)

   Address: 411 North 8th Avenue, Edinburg, Texas 78541

   Ph/Fx Number: 956-289-2300 (Robert Estrada, AIA)

   Email: r.estrada@ecisd.us

   Scope of Work Description: Robert Vela High School Kiln and Storage

   Date Completed: January 2017 Total Cost: $52,800

   ****

   2. Owner: Texas A&M-Kingsville Citrus Center

   Address: 312 North International Blvd., Weslaco, Texas 78599

   Ph/Fx Number: 956-447-3399 (Mark VanNess)

Email: mark.vanNess@tamuk.edu

Scope of Work Description: Greenhouse structure renovation

Date Completed: December 2016 Total Cost: $65,000

****

3. Owner: City of Edinburg

Address: 415 West University Drive, Edinburg, Texas

Ph/Fx Number: 956-388-8204 (Arturo Martinez)

Email: a.martinez@cityofedinurg.com

Scope of Work Description: City of Edinburg Lift Station Beautification #27

Date Completed: December 2016 Total Cost: $24,000

****

4. Owner: Noble Texas Builders

Address: 435 South Texas Blvd., Weslaco, Texas 78596

Ph/Fx Number: 956-223-5271 (Duane Guzman)

Email: duane.guzman@noblegeneral.com

Scope of Work Description: The Reese Pro-bar 60,000 sq. ft. Framing, Insulation, Drywall and Ceiling Finish-out

Date Completed: February 2017 Total Cost: $120,000

****

5. Owner: Pioneer Hi-Bred International

Address: 1702 South International Blvd., Weslaco, Texas 78596

Ph/Fx Number: 956-330-5967 (Roy Villarreal)

Email: roy.villarreal@pioneer.com

Scope of Work Description: Demolition of existing office space and remodel interior HVAC, Electrical, Flooring, Doors, Walls & Ceilings.

Date Completed: July 2016 Total Cost: $40,000

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

   NONE

4. **SUBCONTRACTORS:** List any subcontractors you proposed to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior to bid if 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.

   1. All Weather Coatings & Paints; 4224 South Tower Road, Edinburg, Texas 78542
   2. Golden Concrete; 2831 East Alberta Road, Edinburg, Texas 78542
   3. Limon Masonry, LLC; P.O. Box 764, Pharr, Texas 78577
   4. Lexine, Inc.; 322 North 3rd Street, McAllen, Texas 78501
   5. Salinas Plumbing; 1815 East Zinnia Ave., Mission, Texas 78574
   6. Valley Striping; 1616 East Griffin Parkway, Mission, Texas 78572
   7. Southern Steel Fabricators; 9221 North FM 493, Donna, Texas 78537

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor/**bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, an **no less than** twenty percent **(20%)** of the work may be subcontracted.

   The organization of the specifications into division, 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 oint 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

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.

Bidder shall carefully examine the plans, specifications and other documents, visit the site of work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with worker's 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 supplies 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 State of Credentials.

Executed this 30th day of March, 2017.

By: Jorge N. Garza

Title: Managing Member

Subscribed and sworn to me this 30th day of March, 2017.

By: Jorge N. Garza BY: MYRA L. AYALA-GARZA

Notary Public in and for Hidalgo County, Texas

My commission expires December 29, 2019

MYRA L. AYALA GARZA
Notary Public, State of Texas
Comm. Expires 12-29-2019
Notary ID 1180853-7

OPENED
9:13 2-15-17

SEALED BID FORM

PROJECT: Hidalgo County Precinct 4, Recovery and Motor Pool Improvements
1051 North Doolittle Road
Edinburg, Texas

Witnessed

DATE: Wednesday, February 15, 2017

TIME: 9:30 A.M.

TO: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

1. Pursuant to and in compliance with the invitation to Bid and the proposed contract documents dated September 7, 2016, and relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. Base Bid - All labor, materials, services, and equipment necessary for the work shown on drawings and specification by the date set forth as the completion date of the project.

   three hundred ninety five thousand. Dollars ($ 395,000.00)

2. If Awarded this contract, the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after the Notice of Award. It is agreed that his proposal is subjected to the owner's acceptance for a period of ninety (90) days from the above date.

3. Enclosed is a Certificate Check or Bidders Bond in the amount of $ 19,750.00 in compliance with the specifications requirements. (5% of highest amount bid) The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance are not within the time set forth above.

4. Extra Work:
   The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit contained shall be ten (10%) percent.

   The undersigned agrees to the following:

   A. To furnish all labor and materials as shown, specified, and reasonably inferred.
   B. To complete the base proposal including anticipated delay days to inclement weather or muddy ground conditions in 60 calendar days from issuance of Notice to Proceed.

5. Receipt is acknowledged of the following addendums

   No. 1 Date: 2-13-17 No. _____ Date: _____

   No. _____ Date: _____ No. _____ Date: _____

6. The bidder attest and affirms that he and his subcontractors are skilled experienced in the use and interpretation of plans, specifications addenda, and related bid documents and has found them to be free of conflict and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the site of the work, and through his own personal observations has satisfied himself as to the nature, location and requirement of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents and personal observation and has not relied in any way explanation or interpretation and or written from any source other than those written and issued by the Engineer.

7. The Bidder agrees that the owner has the right to accept or reject any or all bids and to waive all informalities.

8. The undersigned bidder, by signing and executing this bid, certifies and represents to Hidalgo County that bidder has nor offered, conferred or agreed to confer any pecuniary benefits, as defined by TEX. PENAL CODE ANN. S218, or any other thing or value, as consideration for the receipt of information or any specs treatment or advantage relating to this bid; the Bidder also certifies, and presents, that the Bidder has not offered, conferred or agreed to confer any penicuniary benefit or other thing conferred of value as consideration not authorized by the law, the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal or local low, regulation or ordinance relating to bribery, improper influence, collusion or that the bidder will not, in the future, offer, confer, to agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Hidalgo County, in return for the person having exercised the person's official discretion, power or duty with respect to this bid, the Bidder certifies and represents that is has now, and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value of any officer, trustee, agent, or employee of the Hidalgo County in connection with information regarding this bid; the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Respectfully submitted;

Proposal Prepared By:

Bidder: Synergy Builders of Texas LLC
Name of Firm

Signed by: [signature]

Address: P. O. Box 4292
Edinburg, TX 78540

Name: Dagoberto Perez, Jr.

Title: Managing Member

Phone No: 956-222-6624

Date: Feb. 14, 2017

Email: estimating@synergybuildersoftexas.com

Website: _____

(Seal if bidder is a corporation)

END OF SECTION

HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Synergy Builders of Texas, LLC as Principal, and Insurors Indemnity Company as Surety, are hereby held and firmly bound unto County of Hidalgo as OWNER in the penal sum of Five Percent (5%) Greatest Amount Bid 5% G.A.B. for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of February, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to County of Hidalgo a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Recovery and Motor Pool Improvements.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(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 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 the penal amount of this obligation is 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 does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations 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.

Synergy Builders of Texas, LLC (L.S.)
Principal

Insurors Indemnity Company
Surety

By: Araceli Zuniga
Araceli Zuniga (Attorney in Fact)

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-17-067-03-21

This Agreement, entered into this **21st day of March 2017,** by and between Hidalgo County (hereinafter called the "OWNER," and, **Synergy Builders of Texas** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Recovery and Motor Pool Improvements

Hereinafter called the project, for the sum of **$395,000.00 (Three Hundred Ninety Five Thousand Dollars and Zero Cents)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Halff & Associates, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **140 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

'N WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **March 21st, 2017.**

CONTRACTOR_____
Print Name & Title: Dagoberto Perez Jr. , Managing Member
Name of Firm: Synergy Builders of Texas
Address: 610 E. Lovett St. Edinburg, Tx. 78541
P.O.Box 4292 Edinburg, Tx. 78541
Fed I.D. #/SS #: 81-1618964

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

BY: _____ DATE: _____

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ....Texas.....)

County of...Hidalgo.....)

Dagoberto Perez Jr, being first duly sworn, deposes and says that:

(1) He is a managing member, of Synergy Builders of Texas., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Dago P J Jr

managing member
(Title)

Subscribed and sworn to before me on this 20

Day of March 2017

Eliberto Ayala Jr

notary public

Title

ELIBERTO AYALA, JR.
Notary Public, State of Texas
My Commission Expires
December 06, 2019

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

Bond Number CNB-23691-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Synergy Builders of Texas, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto County Of Hidalgo (hereinafter called the Obligee), in the amount of Three Hundred Ninety Five Thousand Dollars ($ 395,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 21st day of March, 2017, for the construction of

C-17-067-03-21 Recovery and Motor Pool Improvements, Contract No. C-17-067-03-21.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 29th day of March, 2017.

PRINCIPAL: Synergy Builders of Texas, LLC
(Seal)
By: [signature] Managing Member
(title)

APPROVED AS TO FORM:

By:_____
Obligee

INSURORS INDEMNITY COMPANY
(Seal)
By: [signature]
Araceli Zuniga, Attorney-In-Fact

insurorsindemnity.com

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: Number: CNB-23691-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Araceli Zuniga of the City of Mercedes, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 29th day of March, 2017.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number: CNB-23691-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Synergy Builders of Texas, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the County Of Hidalgo (hereinafter called the Obligee), in the amount of Three Hundred Ninety Five Thousand Dollars ($395,000.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 21st day of March, 2017, for the construction of C-17-067-03-21 Recovery and Motor Pool Improvements; Contract No. C-17-067-03-21.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company P.O. Box 2683 Waco, TX 76702-2683	Or	Insurors Indemnity Company 225 South Fifth Street Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

A) Taking over the work; or
B) Financing the Principal; or

C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 29th day of March, 2017.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Synergy Builders of Texas, LLC
(Seal)

By: _____ managing member
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: _____
Araceli Zuniga, Attorney-in-Fact

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurnce, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Dagoberto Perez, Jr., authorized representative for Synergy Builders of Texas, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ have already been met, see attached copy of insurance certificate.

Authorized Representative

14 FEB 17
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, Dagoberto Perez, Jr., possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: Bid Bond included, P&P Bond upon award.
3. Certificates: N/A.
4. Permits: Upon award.
5. Other: N/A.

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

14 FEB 17
Date

Synergy Builders of Texas, LLC
Company

P.O. Box 4292, Edinburg.
Address

Edinburg, TX 78540.
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2017

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: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Synergy Builders of Texas, LLC P.O. Box 4292 Edinburg TX 78540	INSURER A: Western World Ins. Co.	
	INSURER B: Ohio Security Ins. Co.	
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 ADD AUTO **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NPP8343512	5/10/2016	5/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			57937293	3/31/2017	3/31/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI split limit	$ 1,000,000 $ $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001306044	5/11/2016	5/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Recovery and Motor Pool Improvements

CERTIFICATE HOLDER

County of Hidalgo

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

Richard Garza/MIN

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

INSURORS
INDEMNITY COMPANY

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: Number: CNB-23691-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Araceli Zuniga of the City of Mercedes, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 14th day of February, 2017.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurnce, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Dagoberto Perez, Jr., authorized representative for Synergy Builders of Texas, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☑ ~~have~~ already been met, see attached copy of insurance certificate.

Authorized Representative

14 FEB 17
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, Dagoberto Perez, Jr., possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: Bid Bond included, P&P Bond upon award.
3. Certificates: N/A.
4. Permits: Upon award.
5. Other: N/A.

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

14 FEB 17
Date

Synergy Builders of Texas, LLC
Company

P.O. Box 4292, Edinburg.
Address

Edinburg, TX 78540.
City, State, Zip

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2016

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED Synergy Builders of Texas	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Western World Ins. Co. INSURER B: Texas Mutual Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 16-17 GL& WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	Y	NP28343512	5/10/2016	5/10/2017	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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001306044	5/11/2016	5/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County

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

Richard Garza/MIN

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

This Endorsement Modifies Your Policy.
Please Review It Carefully.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who is an Insured** is amended to include as an additional insured any owner, lessee or contractor for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions,
2. The acts or omissions of those acting on your behalf, and
3. "Your work", as included in the "products-completed operations hazard";

in the performance of your operations for the additional insured.

B. This insurance shall not apply to claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).

C. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

D. **Primary and Noncontributory Provision**

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

E. **Waiver of Subrogation Provision**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

TexasMutual®
Insurance Company

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured Copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on **05/11/2016 at 12:01 a.m.** standard time, forms a part of:

Policy No. 0001306044 of Texas Mutual Insurance Company effective on 05/11/2016

Issued to: SYNERGY BUILDERS OF TEXAS LLC

Premium: $446.00

NCCI Carrier Code: 29939

Authorized Representative

05/10/2016

PO Box 12058, Austin, TX 78711-2058
(800) 859-5995 | Fax (800) 359-0650 | texasmutual.com

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done

on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures

prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, 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

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not

employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a

third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

THIS PAGE LEFT INTENTIONALLY BLANK

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 10
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* 15
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *CONTRACTOR's Liability Insurance* 15
5.05 *OWNER's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19
6.04 *Progress Schedule* 19
6.05 *Substitutes and "Or-Equals"* 19
6.06 *Concerning Subcontractors, Suppliers, and Others* 21

6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 22
6.09 *Laws and Regulations* 22
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 23
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23
6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 24
6.18 *Continuing the Work* 25
6.19 *CONTRACTOR's General Warranty and Guarantee* 25
6.20 *Indemnification* 25

ARTICLE 7 - OTHER WORK 26
7.01 *Related Work at Site* 26
7.02 *Coordination* 26

ARTICLE 8 - OWNER'S RESPONSIBILITIES 27
8.01 *Communications to Contractor* 27
8.02 *Replacement of ENGINEER* 27
8.03 *Furnish Data* 27
8.04 *Pay Promptly When Due* 27
8.05 *Lands and Easements; Reports and Tests* 27
8.06 *Insurance* 27
8.07 *Change Orders* 27
8.08 *Inspections, Tests, and Approvals* 27
8.09 *Limitations on OWNER's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *OWNER'S Representative* 27
9.02 *Visits to Site* 28
9.03 *Project Representative* 28
9.04 *Clarifications and Interpretations* 28
9.05 *Authorized Variations in Work* 28
9.06 *Rejecting Defective Work* 29
9.07 *Shop Drawings, Change Orders and Payments* 29
9.08 Determinations for Unit Price Work *28*
9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.10 *Limitations on ENGINEER's Authority and Responsibilities* 28

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 29
10.01 *Authorized Changes in the Work* 29
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 30
10.04 *Notification to Surety* 30
10.05 *Claims and Disputes* 30

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30

11.02 *Cash Allowances* 32
11.03 *Unit Price Work* 33

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 33
12.01 *Change of Contract Price* 33
12.02 *Change of Contract Times* 34
12.03 *Delays Beyond CONTRACTOR's Control* 34
12.04 *Delays Within CONTRACTOR's Control* 34
1205 Delays Beyond OWNER's and CONTRACTOR'S Control *34*
12.06 *Delay Damages* 34

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 34
13.01 *Notice of Defects* 34
13.02 *Access to Work* 34
13.03 *Tests and Inspections* 35
13.04 *Uncovering Work* 35
13.05 *OWNER May Stop the Work* 35
13.06 *Correction or Removal of Defective Work* 36
13.07 *Correction Period* 36
13.08 *Acceptance of Defective Work* 36
13.09 *OWNER May Correct Defective Work* 36

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 37
14.01 *Schedule of Values* 37
14.02 *Progress Payments* 37
14.03 *CONTRACTOR's Warranty of Title* 38
14.04 *Substantial Completion* 39
14.05 *Partial Utilization* 39
14.06 *Final Inspection* 39
14.07 *Final Payment* 40
14.08 *Final Completion Delayed* 40
14.09 *Waiver of Claims* 41

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 41
15.01 OWNER May Suspend Work 41
15.02 *OWNER May Terminate for Cause* 41
15.03 *OWNER May Terminate For Convenience* 41
15.04 *CONTRACTOR May Stop Work or Terminate* 42

ARTICLE 16 - DISPUTE RESOLUTION 42
16.01 *Methods and Procedures* 42

ARTICLE 17 - MISCELLANEOUS 43
17.01 *Giving Notice* 43
17.02 *Computation of Times* 43
17.03 *Cumulative Remedies* 43
17.04 *Survival of Obligations* 43
17.05 *Controlling Law* 43

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient infomation as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

HIDALGO COUNTY PRECINCT 4 RECOVERY AND MOTOR POOL IMPROVMENTS

TABLE OF CONTENTS

Division	Section Title
DIVISION 01- GENERAL REQUIREMENTS	
011000	SUMMARY
012100	ALLOWANCES
012300	ALTERNATES
012500	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTALS (CIVIL)
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	DEFINITIONS AND TERMINOLOGY
015000	TEMPORARY FACILITIES AND CONTROLS
015600	CONSTRUCTION TRAFFIC CONTROL
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017320	SELECTIVE DEMOLITION
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
DIVISION 02-EXISTING CONDITIONS	
024200	DEMOLITON OF EXISTING SITE IMPROVEMENT
DIVISION 03- CONCRETE	
031000	CONCRETE FORMS AND ACCESSORIES
032000	CONCRETE REINFORCEMENT
033000	CAST IN PLACE CONCRETE
033500	CONCRETE FINISHING
033900	CONCRETE CURING
036000	GROUT
DIVISION 04- MASONRY	
040514	MASONRY MORTAR AND GROUT
042016	REINFORCED UNIT MASONRY ASSEMBLIES
DIVISION 05- METALS	
051200	STRUCTURAL STEEL

DIVISION 06-OPENINGS

081113	HOLLOW METAL DOORS AND FRAMES
083323	OVERHEAD COILING DOORS
087111	DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)

DIVISION 13- SPECIAL CONSTRUCTION

133419	PRE-ENGINEERED METAL BUILDINGS
133423	PRE MANUFACTURED BOOTH

DIVISION 22- PLUMBING

220100	PLUMBING SUBMITTAL PROCEDURES
220523	GENERAL DUTY VALVES FOR PLUMBING PIPING
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES

DIVISION 23- MECHANICAL

233417	HIGH VOLUME LOW SPEED FAN

DIVISION 26- ELECTRICAL

260000	BASIC MATERIALS AND METHODS
260100	ELECTRICAL SUBMITTAL PROCEDURES
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
260553	IDENTIFICAITON FOR ELECTRICAL SYSTEMS
262416	PANELBOARDS
262726	WIRING DEVICES
262813	FUSES
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
265100	INTERIOR LIGHTING
265600	EXTERIOR LIGHTING

DIVISION 31- SITE CONSTRUCTION

310513	SOILS FOR EARTHWORK
311000	SITE CLEARING
312100	EXCAVATION BACKFILL AND GRADING FOR SITEWORK
312213	ROUGH GRADING
312316	EXCAVATION AND FILL
312500	EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION
313116	TERMITE CONTROL
316329	DRILLED CONCRETE PIERS AND SHAFTS

DIVISION 32 - EXTERIOR IMPROVEMENTS

321129	LIME STABILIZED SUBGRADE
321216	HOT MIX ASPHALT CONCRETE PAVEMENT
321220	PAVING REPAIR AND RESURFACING
321260	ASPHALTS, OILS AND EMULSIONS
321270	FLEXIBLE BASE
321280	PRIME COAT
321313	CONCRETE PAVEMENT
321723	PAVEMENT MARKINGS
323113	FENCES, GATES AND BOLLARDS
331313	CONCRETE REINFORCEMENT

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Hidalgo County Precinct 4, Recovery and Motor Pool Improvements.

1. Project Location: 1051 North Doolittle Road, Edinburg, Texas.

B. Owner: Hidalgo County Commissioner's Court.

1. Owner's Representative: Maria Lucio. (956) 292-7000 ext. 4026.

C. Engineer: Halff Associates, Inc.

D. Engineer"s Consultants: The Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Structural Engineer: Chanin Engineering.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Interior and Exterior improvements to existing facility.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase.

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Sanitary Collections Facility: Site improvements east of building including paving, metal building, and canopy work.

1.8 OWNER-FURNISHED PRODUCTS

1. None.

1.9 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

1. None.

1.10 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas of work.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.11 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.12 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Engineer's not less than **two** days in advance of proposed utility interruptions.
2. Obtain Enginer's written permission before proceeding with utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Engineer not less than two days in advance of proposed disruptive operations.
2. Obtain Engineer's written permission before proceeding with disruptive operations.

D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

THIS PAGE LEFT INTENIONALLY BLANK

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
1. Contingency allowances.

C. Related Requirements:
1. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs

include delivery, installation, insurance, equipment rental, and similar costs. Contractor's overhead and profit are part of Contract Sum.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and exclude overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of $10,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. One: Exterior Painting.

1. Base Bid: Exterior painting only in areas of block in-fill to match adjacent color.
2. Alternate: Paint entire building exterior for those areas currently painted.

END OF SECTION 012300

SECTION 012500

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Engineer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order or Allowance Expenditure.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:
   1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
   3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

      a. Application for Payment forms with continuation sheets.
      b. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Engineer.
    c. Engineer's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

        1) Labor.
        2) Materials.
        3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

    a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Engineer by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Application for Payment Forms: Use included form for Applications for Payment. Contractor shall provide schedule of values using from acceptable to Owner.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

    1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
    2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
    3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
    4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

    1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Materials previously stored and included in previous Applications for Payment.
    b. Work completed for this Application utilizing previously stored materials.
    c. Additional materials stored with this Application.
    d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. "Contractor's Affidavit of Payment of Debts and Claims."
5. "Contractor's Affidavit of Release of Liens."
6. "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
b. Indicate required installation sequences.
c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
3. Number of Copies: Submit four opaque copies of each submittal. Engineer will return three copies.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including mobile and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within [three] days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after

execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.
    l. Use of the premises and existing building.
    m. Work restrictions.
    n. Owner's occupancy requirements.
    o. Responsibility for temporary facilities and controls.
    p. Construction waste management and recycling.
    q. Parking availability.
    r. Office, work, and storage areas.
    s. Equipment deliveries and priorities.
    t. First aid.
    u. Security.
    v. Progress cleaning.
    w. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.

e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written recommendations.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions

are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Engineer.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

    a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs.

    1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

    1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow seven working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

    1. The following RFIs will be returned without action:

        a. Requests for approval of submittals.
        b. Requests for approval of substitutions.
        c. Requests for coordination information already indicated in the Contract Documents.
        d. Requests for adjustments in the Contract Time or the Contract Sum.
        e. Requests for interpretation of Engineer's actions on submittals.
        f. Incomplete RFIs or RFIs with numerous errors.

    2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
    3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

        a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:

    1. Project name.
    2. Name and address of Contractor.

3. Name and address of Engineer.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

C. Preliminary Construction Schedule: Submit two opaque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Preliminary Network Diagram: two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.

E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

F. Daily Construction Reports: Submit two copies at monthly intervals.

G. Material Location Reports: Submit two copies at monthly intervals.

H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

I. Special Reports: Submit two copies at time of unusual event.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 21 days, unless specifically allowed by Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 14 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.

c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.

7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.
b. Permanent space enclosure.
c. Completion of mechanical installation.
d. Completion of electrical installation.
e. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

1. <Insert additional milestones not indicated elsewhere.>
2. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 013000

SUBMITTALS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Submit documentation as required by the Contract Documents and as reasonably requested by the Owner and Engineer to:
   1. Record the products incorporated into the Project for the Owner.
   2. Provide information for operation and maintenance of the Project.
   3. Provide information for the administration of the Contract.
   4. Allow the Engineer to advise the Owner if products proposed for the project by the Contractor conform, in general, with the design concepts of the Contract Documents.

B. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the Engineer's review of submittals. Contract modifications may only be approved by Change Order or Field Order.

1.2 CONTRACTOR'S RESPONSIBILITIES

A. Review all submittals prior to submission.

B. Determine and verify:
   1. Field measurements.
   2. Field construction requirements.
   3. Location of all existing structures, utilities and equipment related to the submittals.
   4. Submittals are complete for their intended purpose.
   5. Conflicts between the submittals related to the various subcontractors and suppliers have been resolved.
   6. Quantities and dimensions shown on the submittals.

C. Submit information per the procedures described in this section and the detailed specifications.

D. Furnish the following submittals:
   1. As specified in the attached Submittal Schedule.
   2. Schedules, data and other documentation as described in detail in this section or referenced in the General Conditions.
   3. Submittals as required in the detailed specifications.
   4. Submittals not required will be returned without Engineer's review.

E. Submit a schedule indicating the date submittals will be sent to the Engineer and proposed dates that the product will be incorporated into the project. Make submittals promptly in accordance with the schedule so as to cause no delay in the project.
   1. Submittals shall be sent to Engineer allowing a reasonable time for delivery, review and marking submittals. Time for review is to include time for resubmission if necessary and to allow adequate time for the ordering, fabrication, and delivery of the product.

2. Schedule submittal to provide all information for interrelated work at one time. No review will be performed on submittals requiring coordination with other submittals. Engineer will return submittals for resubmission as a complete package.

F. Installation of any products prior to the approval of shop drawings is done at the Contractor's risk. Products not meeting the requirements of Contract Documents are defective and may be rejected at the Owner's option.

G. Payment will not be made for products for which submittals are required until the submittals have been received. Payment will not be made for products for which shop drawings or samples are required until these are approved by the Engineer.

1.3 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Submittals not meeting these criteria will be returned without review.

B. Demonstrate that the proposed products are in full and complete compliance with the design criteria and requirements of the Contract Documents including drawings and specifications as modified by Addenda, Field Orders, and Change Orders.

C. Furnish and install products that fully comply with the information included in the submittal.

D. Review and approve submittals prior to submitting them to the Engineer for review. Submittals will not be accepted from subcontractors, suppliers, or anyone other than the Contractor.

1.4 SUBMITTAL PROCEDURES

A. Deliver submittals to the Engineer.

B. Assign a number to the documents originated to allow tracking of the submittal during the review process.
1. Assign a number consisting of a prefix, a sequence number, and a letter suffix. Prefixes shall be as follows:

Prefix	Description	Originator
CO	Change Order	Contractor
CMR	Contractor's Modification Request	Contractor
CTR	Certified Test Report	Contractor
EIR	Equipment Installation Report	Contractor
FO	Field Order	Engineer
NBC	Notification by Contractor	Contractor
O&M	Operation & Maintenance Manuals	Contractor

PCM	Proposed Contract Modification	Engineer
PR	Payment Request	Contractor
PP	Project Photographs	Contractor
RD	Record Data	Contractor
RFI	Request for Information	Contractor
SAM	Sample	Contractor
SD	Shop Drawing	Contractor
SCH	Schedule of Progress	Contractor

2. Issue sequence numbers in chronological order for each type of submittal.
3. Issue numbers for re-submittals that have the same number as the original submittal followed by an alphabetical suffix indicating the number of times the same submittal has been sent to the Engineer for processing. For example: SD-025-A represents a shop drawing that is the twenty-fifth submittal of this type and is the second time this submittal has been sent for review.
4. Clearly note the submittal number on each page or sheet of the submittal.
5. Correct assignment of numbers is essential since different submittal types are processed in different ways.

D. Submit documents with uniform markings and page sizes.
   1. Paper size shall allow for ease of reproduction.
      a. Submit documents on 8-1/2" X 11" paper where practical.
      b. Use 11" X 17" paper for larger drawings and schematics.
      c. Use full size blueline sheets for fabrications and layout drawings. Reproducible drawings may be submitted in lieu of bluelines.
   2. Mark submittals to:
      a. Indicate Contractor's corrections in green.
      b. Highlight items pertinent to the products being furnished in yellow and delete items that are not when the Manufacturer's standard drawings or information sheets are provided.
      c. Cloud items and highlight in yellow where selections by the Engineer or Owner are required.
      d. Mark dimensions with the prefix FD to indicate field verified dimensions on the drawings.
      e. Provide a blank space 8" x 3" for Contractor's and Engineer's stamp.

E. Mark submittals to reference the drawing number and/or section of the specifications, detail designation, schedule or location that corresponds with the data submitted. Other identification may also be required, such as layout drawings or schedules to allow the reviewer to determine where a particular product is to be used.

F. The number of copies of each submittal to be sent by the Contractor and the number of copies of each submittal to be returned are:

Prefix	Description	No. of Copies Sent	No. of Copies Returned
CO	Change Order	2	1
CTR	Certified Test Report	2	0
EIR	Equipment Installation Report	2	0
NBC	Notification by Contractor	2	1
O&M	Preliminary O&M Manuals	2	1
O&M	Final O&M Manuals	4	0
PR	Payment Request	2	1
PP	Project Photographs (including videotapes)	2	0
RD	Record Data	2	0
RFI	Request for Information	2	1
SAM	Sample	2	0
SD	Shop Drawings	5	2
SCH	Schedule of Progress	2	0

1.5 REVIEW PROCEDURES

A. Priority submittals will be reviewed before other submittals for this project which have been received but not reviewed.

1.6 REQUIREMENTS

A. Certifications, Warranties and Service Agreements include documents as specified in the detailed specifications, as shown in the submittal schedule or as follows:
   1. Certified Test Reports (CTR) - A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the specifications. (Refer to Section 01400, QUALITY CONTROL.)
   2. Certification of Local Field Service (CLS) - A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300 mile radius of the project site. List names, addresses, and telephone numbers of approved service organizations on or attach to the certificate.
   3. Extended Warranty (EW) - A guarantee of performance for the product or system beyond the normal one (1) year warranty described in the General Conditions. Issue the warranty certificate in the name of the Project Owner.
   4. Extended Service Agreement (ESA) - A contract to provide maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period of time beyond the warranty period. Issue the service agreement in the name of the Project Owner.

5. Certification of Adequacy of Design (CAD) - A certified letter from the manufacturer of the equipment stating that they have designed the equipment to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter shall state that mechanical and electrical equipment is adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.
6. Certification of Applicator/Subcontractor (CSQ) - A certified letter stating that the Applicator or Subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

B. Submit record data to provide information to allow the Owner to adequately identify the products incorporated into the project and allow replacement or repair at some future date.
   1. Provide record data for all products. Record data is not required for items for which shop drawings and/or operations and maintenance manuals are required.
   2. Provide information only on the specified products. Submit a Contractor's Modification Request for approval of deviations or substitutions and obtain approval by Field Order or Change Order prior to submitting Record Data.
   3. Record data will be received by the Engineer, logged, and provided to Owner for his/her record.
      a. Record data may be reviewed to see that the information provided is adequate for the purpose intended. Inadequate drawings may be returned as unacceptable.
      b. Record data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.

1.7 REQUESTS FOR DEVIATION

A. Submit requests for deviation from the Contract Documents for any product that does not fully comply with the specifications.

B. Submit request by Contractor's Modification Request (CMR). Identify the deviations and the reason the change is requested.

C. Deviations that result in a reduction in cost shall also include the amount of the reduction to the Owner.

D. A Change Order or Field Order will be issued by the Engineer for deviations approved by the Owner. Deviations from the Contract Documents may only be approved by Change Order or Field Order.

1.8 SUBMITTALS FOR SUBSTITUTIONS

A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product.

B. If the Contractor desires to submit a manufacturer or product which is not specified, the Contractor must submit the following for consideration of approval of the substitution:
   1. Contractor's Modification Request for deviation from the Contract Documents per Paragraph 1.7.
   2. Prove that the product is acceptable as a substitute. It is not the Engineer's responsibility to prove the product is not acceptable as a substitute.

a. Indicate on a point by point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.
b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the submittal.
c. The decision of the Engineer regarding the acceptability of the proposed substituted product is final.

3. Provide a typewritten certification that, in making the substitution request, the Contractor:
   a. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product.
   b. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the Manufacturer of the specified product.
   c. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the project and will waive all claims for additional work which may be necessary to incorporate the substituted product into the project which may subsequently become apparent.
   d. Will maintain the same time schedule as for the specified product.

C. Engineering cost for review of substitutions will be paid by the Contractor.
1. Cost for additional review time will be billed to the Owner by the Engineer for the actual hours required for the review and marking of shop drawings by Engineer and in accordance with the following rates:

Principal-in-Charge	**$ 190.00**
Project Manager	**$ 130.00**
Design Engineer	**$ 85.00**
Engineering Technician	**$ 65.00**
Clerk	**$ 55.00**

2. Cost for the additional review shall be paid to the Owner by the Contractor on a monthly basis.

1.9 GUARANTEES

A. Warranties and guarantees shall be submitted as required by the Contract Documents and submitted with the shop drawings or record data.

1.10 RESUBMISSION REQUIREMENTS

A. Make all corrections or changes in the submittals required by the Engineer and resubmit until approved.

B. Need for more than one resubmission or any other delay of obtaining Engineer's review of submittals, will not entitle the Contractor to an extension of Contract Time. All costs associated with such delays shall be at the Contractor's expense.

1.11 ENGINEER'S DUTIES

A. Review the submittals and return with reasonable promptness.

B. Affix stamp, indicate approval, rejection, and the need for re-submittal.

C. Distribute documents.

END OF SECTION 013300

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 0013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
5. Division 01 Section "Closeout Procedures" for submitting warranties.
6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
9. Divisions 02 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.

h. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Transmittal number.
k. Submittal and transmittal distribution record.
l. Remarks.
m. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals.

1.5 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Signed agreement to Consultant's drawing release form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Submit electronic submittals directly to extranet specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit four copies of Product Data, unless otherwise indicated. Engineer will return minimum two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Relationship to adjoining construction clearly indicated.
   n. Seal and signature of professional engineer if specified.
   o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
3. Number of Copies: Submit four opaque (bond) copies of each submittal. Engineer will return one copy.

D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.

   a. Mark up and retain one returned copy as a Project Record Document.

E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.

    a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during

installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.

1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
3. Divisions 02 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner, Engineer testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 014200

DEFINITIONS AND TERMINOLOGY

PART 1- GENERAL

1.1 SPECIFICATION TERMINOLOGY

A. "Engineer" the Consulting Engineering Firm under contract with the Owner for this particular project, or its designated representative.

B. "Furnish" means to supply, deliver and unload materials and equipment at the project site ready to install.

C. "Install" means the operations at the project site including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, training and similar operations required to prepare the materials and equipment for use, verify conformance with Contract Documents and prepare for acceptance and operation by the Owner.

D. "Provide" means to furnish and install materials and equipment.

E. "Perform" means to complete the operations necessary to comply with the Contract Documents.

F. "Indicated" means graphic representations, notes, or schedules on drawings, or other requirements in Contract Documents. Words such as "shown", "noted", "scheduled", are used to help locate the reference. No limitation on the location is intended unless specifically noted.

G. "Specified" means written representations in the bid documents or the technical specifications.

H. "Regulation" means laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as, rules, conventions, and agreements within the construction industry that control performance of work, whether they are lawfully imposed by authorities having jurisdiction or not.

I. "Installer" means an entity engaged by Contractor, either as an employee, subcontractor, or sub-subcontractor to install materials and/or equipment. Installers are to have successfully completed a minimum of five projects similar in size and scope to this project, have a minimum of five years of experience in the installation of similar materials and equipment, and comply with the requirements of the authority having jurisdiction.

J. "Manufacturer" means an entity engaged by Contractor, as a subcontractor, or sub-subcontractor to furnish materials and/or equipment. Manufacturers are to have a minimum of five years experience in the manufacture of materials and equipment similar in size, capacity and scope to the specified materials and equipment.

K. "Project site" means the space available to perform the work, either exclusively or in conjunction with others performing construction at the project site.

L. "Testing laboratory" means an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report and interpret the results of those inspections or tests.

M. "Listed" means equipment is included in a list published by a nationally recognized laboratory which makes periodic inspection of production of such equipment and states that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.

N. "Labeled" means equipment that embodies a valid label, symbol, or other identifying mark of a nationally recognized testing laboratory such as Underwriters Laboratories, Inc. and production is periodically inspected in accordance with nationally recognized standards or tests to determine safe use in a specified manner.

O. "Certified" used in context with materials and equipment means the material and equipment has been tested and found by a nationally recognized testing laboratory to meet specification requirements, or nationally recognized standards if requirements are not specified, and is safe for use in the specified manner. A nationally recognized testing laboratory must periodically inspect production of the equipment and the equipment must bear a label, tag, or other record of certification.

"Certified" used in context with labor performance or ability to install materials and equipment means that the abilities of the proposed installer have been tested by a representative of the specified testing agency authorized to issue certificates of competency and has met the prescribed standards for certification.
"Certified" used in context with test reports, payment requests or other statements of fact means that the statements made on the document are a true statement as attested to by the certifying entity.

1.2 SPECIFICATION SENTENCE STRUCTURE

A. Specifications are written in modified brief style. Requirements apply to all work of the same kind, class, and type even though the word "all" is not stated.

B. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words "furnish", "install", "provide", or similar words include the meaning of the phrase "The Contractor shall." before these words.

C. It is understood that the words "directed", "designated", "requested", "authorized", "approved", "selected", or similar words include the meaning of the phrase "by the Engineer" after these words unless otherwise stated. Use of these words does not extend the Engineer's responsibility for construction supervision or responsibilities beyond those defined in the General Conditions.

D. "At no additional cost to Owner", "With no extra compensation to Contractor", "At Contractor's own expense", or similar words mean that the Contractor will perform or provide specified operation of work without any increase in the Contract Amount. It is understood that the cost for performing all work is included in the amount bid and will be performed at no additional cost to the Owner unless specifically stated otherwise.

1.3 DOCUMENT ORGANIZATION

A. Organization of Contract Documents is not intended to control or to lessen the responsibility of the Contractor when dividing work among subcontractors, or to establish the extent of work to be performed by any trade, subcontractor or vendor. Specification or details do not need to be indicated or specified in each specification or drawing. Items shown in the contract documents are applicable regardless of location in the Contract Documents.

B. Standard paragraph titles and other identifications of subject matter in the specifications are intended to aid in locating and recognizing various requirements of the specifications. Titles do not define, limit, or otherwise restrict specification text.

C. Capitalizing words in the text does not mean that these words convey special or unique meanings or have precedence over other parts of the Contract Documents. Specification text governs over titling and it is understood that the specification is to be interpreted as a whole.

D. Drawings and specifications do not indicate or describe all of the work required to complete the project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Engineer. Provide any work, materials or equipment required for a complete and functional system even if they are not detailed or specified.

1.4 INTERPRETATIONS OF DOCUMENTS

A. Comply with the most stringent requirements where compliance with two (2) or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, unless Contract Documents indicate otherwise.

1. Quantity or quality level shown or indicated shall be minimum to be provided or performed in every instance.
2. Actual installation may comply exactly with minimum quality indicated, or it may exceed that minimum within reasonable limits.
3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.
4. Refer instances of uncertainty to the Engineer for a decision before proceeding.

B. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the drawings but are not included in the specifications.

1.5 REFERENCE STANDARDS

A. Comply with applicable construction industry standards as if bound or copied directly into the Contract Documents regardless of lack of reference in the Contract Documents. Apply provisions of the Contract Documents where Contract Documents include more stringent requirements than the referenced standards.

1. Standards referenced directly in the Contract Documents take precedence over standards that are not referenced but recognized in the construction industry as applicable.

2. Comply with standards not referenced but recognized in the construction industry as applicable for performance of the work except as otherwise limited by the Contract Documents. The Engineer determines whether code or standard is applicable, or which of several are applicable.

B. Consider a referenced standard to be the latest edition with supplements or amendments when a standard is referred to in an individual specification section but is not listed by title and date.

C. Trade association names and title of general standards are frequently abbreviated. Acronyms or abbreviations used in the Contract Documents mean the recognized name of trade association, standards generating organization, authority having jurisdiction, or other entity applicable in the context of the Contract Documents. Refer to "Encyclopedia of Associations," published by Gale Research Company.

D. Make copies of reference standards available as requested by Engineer or Owner.

1.6 SUBSTITUTIONS AND EQUAL PRODUCTS

Provide materials and equipment manufactured by the entities specifically listed in each technical specification section. Submit a Contractor's Modification Request for substitution of materials and equipment of manufacturers not specifically listed or for materials and equipment that does not strictly comply with the Contract Documents.

Contractor may provide "equal" products manufactured by manufacturers other than those specifically listed in the technical specification section unless it is specifically stated that only the materials and equipment of the specified manufacturers shall be provided. Provide a request for approval of proposed equals for any materials or equipment not specifically listed. Submit a Contractor's Modification Request for substitution of materials and equipment of other manufacturers or for materials and equipment that does not strictly comply with the Contract Documents. A Field Order or Change Order will be issued if the contract modification is approved.

END OF SECTION 014200

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Division 01 Section "Execution" for progress cleaning requirements.
4. Divisions 02 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
5. Division 01 Section "Dewatering" for disposal of ground water at Project site.
6. Division 02 Section "Termite Control" for pest control.
7. Division 02 Section "Asphalt Paving" for construction and maintenance of asphalt paving for temporary roads and paved areas.
8. Division 02 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.

C. Water Service: For existing construction only, Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. Electric Power Service: For existing construction only, Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 02 pavement Sections.

B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."

D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

F. Paint: Comply with requirements in Division 09 painting Sections.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment:
1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: In existing building only, use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: In existing building only, Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary parking areas for construction personnel.

D. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs prominently to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.
3. Project identification sign shall be 4'x4'x1/2" painted plywood supported by 4'x4' posts and shall include the following information:
   a. Project name.
   b. Names of County officials. Coordinate with Owner.
   c. Contractor Name.
   d. A/E firm names.

   Submit proposed sign for approval.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.
7. Provide walk-off mats at each entrance through temporary partition.

E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015600

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION OF WORK

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the Engineer.

B. This item shall also consist of providing installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform traffic Control Devices of Street and Highways and as indicated or directed by the Engineer.

1.2 SUBMITTAL

A. Conform to requirements of Section 013300, SUBMITTALS.

B. Submit proposed traffic routing plan, in accordance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), latest edition.

PART 2 - PRODUCTS

2.1 CONSTRUCTION TRAFFIC CONTROL SIGNS

A Construction traffic control signs shall constructed by plywood.

1. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of the manufacturer.
2. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plan.

2.2 SIGN SUPPORTS

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform tot he details shown on the plans.

2.3 PORTABLE SIGN SUPPORT

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign

supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.4 BARRICADES

A Barricades shall be classified as Type I, Type II or Type III and shall comply with the details shown on the plans and the TMUTCD.

1. Barricade rails shall be fabricated using S4S Grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements.

2.5 VERTICAL PANELS

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements.

2.6 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION

A. The pavement-marking material shall consist of an adhesive-back reflective tape which can get applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. Color
   (a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.
2. Visibility
   (a) The pavement markings (during daylight hours) shall be distinctively visible of ra minimum of 300 feet unless sigh distance is restricted by geometric roadway features.
   (b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctively visible for a minimum of 160 feet unless sight distance is restricted by geometric features.
   (c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.7 CHANNELIZATION DEVICES

A. Barrels

1. Barrels shall be of metal or nonmetal composition approved by the Engineer and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange an white reflective sheeting or tape in accordance with the requirements of TMUTCD. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady-burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning light shall be as directed by the Engineer.

B. Traffic Cones

1. Traffic cones shall conform to the details shown on the plans.

C. Tubular Traffic Markers

1. Post
   (a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
   (b) Dimensions:

Outside Diameter	2.23 inches to 4 inches
Wall Thickness	0.125 inch minimum
Length	18 to 36 inches
Color	Orange

2. Base
   (a) The base shall be of thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
   (b) Dimensions:

Height	1.2 to 2 inches
Outside Diameter	7 to 12 inches
Color	black or same color as post

3. Assembly Units
   (a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.
4. Adhesives
   (a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.
5. Reflectorization
   (a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of this Section. The color of reflective material shall be as shown in the plans.

2.8 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30 inches high and 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.

4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

PART 3 - EXECUTION

3.1 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the Engineer.

3.2 PORTABLE SIGN SUPPORTS

A. Portable sign supports for traffic control devices for detours shall be furnished by the Contractor, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the Contractor.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.3 BARRICADES

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the Engineer.

3.4 VERTICAL PANELS

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the Engineer.

3.5 CONSTRUCTION TRAFFIC MARKINGS

3.6 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the Engineer.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48-inch
Curve greater than 2 degrees	20 feet maximum	48-inch
Curve less than or equal 2 degrees	40 feet maximum	48-inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacings will be in accordance with these specifications.

D. The spacing of stripes may be modified by the Engineer. However the maximum spacing specified above shall not be exceeded in any case.
E. The Contractor will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been in place.

3.7 CHANNELIZATION DEVICES

A. Type "A" Barrels

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. Type "B" Barrels

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. Traffic Cones

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the Engineer.

D. Tubular Traffic Markers

1. The metal, concrete or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the Engineer and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the Contractor shall repair and otherwise restore said surface to its original condition at no additional cost to the Owner.
6. All defective post(s), base(s), assembly unit(s), adhesive(s) or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the Contractor at no addition cost to the Owner.
7. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.8 SEQUENTIAL ARROW DISPLAY

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.9 CONSTRUCTION DETOURS

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the Contractor to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The Contractor shall be responsible for installing all markers, signs and barricades conforming to the Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the Engineer, additional markers, signs or barricades are needed in the interest of safety, the Contractor will install such as are required or as directed by the Engineer.

END OF SECTION 015600

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:
   1. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
   2. Divisions 02 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

a. Specification Section number and title.
b. Generic name used in the Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.
h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use Contractor's standard form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.

    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Engineer will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Engineer.

B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Certified Surveys: Submit two copies signed by land surveyor.

F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017320

SELECTIVE DEMOLITION

PART 1- GENERAL

1.1 DESCRIPTION OF WORK

This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

PART 2- PRODUCTS [NOT USED]

PART 3- EXECUTION

3.1 METHOD OF REMOVAL

A. Steel Structures: Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method as will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-Cutting will not be permitted, however, when plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be carefully matchmarked with paint in accordance with diagram furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structures:

1. Timber structures or timber portions of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvable by the Engineer.
2. Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than 2 feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

E. Brick or Stone Structures:

1. Brick or stone structures or stone portions of structures shall be removed by blasting and/or sledging the masonry into sizes not larger than one cubic foot.

2. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off.

F. Salvage:

All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse, and all structural steel shall be in the property of City unless otherwise specified and delivered to a designated storage area.

All mechanical and electrical lift station material, which the Engineer deems as salvageable for reuse, including pumps and control panels shall be in the property of the City unless otherwise specified and delivered to a designated storage area.

G.

1. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when match marked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.

2. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.

3. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

H. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 017320

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
6. Divisions 02 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Contractor.
e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 14 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    g. Sweep concrete floors broom clean in unoccupied spaces.
    h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.

Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

j. Remove labels that are not permanent.

k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

l. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Replace parts subject to unusual operating conditions.

n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

p. Clean ducts, blowers, and coils if units were operated without filters during construction.

q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

r. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 017823

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:
1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.

    a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.

1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to

ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Engineer.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so

that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.

4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

THIS PAGE LEFT INTENIONALLY BLANK

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Product Data.

B. Related Requirements:
1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.

b. Final Submittal:
1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Engineer's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Annotated PDF electronic file with comment function enabled.
   2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   3. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
      a. See Section 013300 "Submittal Procedures" for requirements related to use of Engineer's digital data files.
      b. Engineer will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   4. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Engineer.
      e. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 024200

DEMOLITION OF EXISTING CIVIL SITE IMPROVEMENTS

PART 1- GENERAL

1.1 DESCRIPTION OF WORK

A. This specification shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

PART 2- EXECUTION

2.1 METHOD OF REMOVAL

A. Culverts or Sewers: Pipe shall be removed by careful excavation of all dirt on top and the sides in such manner that the pipe will not be damaged. Removal of sewer appurtenances shall be included for removal with the pipe. Those pipes which are deemed unsatisfactory for reuse by the Engineer may be removed in any manner the Contractor may select.

B. Concrete Structures: Concrete structures or concrete portions of structures shall be removed by blasting and/or sledging the concrete into sizes not larger than one cubic foot. Portions of the old structure shall be removed to the lines and dimensions shown on the plans, and these materials shall be disposed of as shown on the plans or as directed by the Engineer. Any portion of the existing structure, outside of the limits designated for removal, damaged during the operations of the Contractor shall be restored to its original condition at his entire expense. Explosives shall not be used in the removal of portions of the existing structure unless approved by the Engineer, in writing.

Concrete portions of structures below the permanent ground line, which will not interfere in any manner with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off. Reinforcement shall be cut off close to the concrete.

C. Steel Structures: Steel structures or steel portions of structures shall be dismantled in sections as determined by the Engineer. The sections shall be stored. Rivets and bolts connecting steel railing members, steel beams of beam spans and steel stringers of truss spans shall be removed by butting the heads with a "cold cut" and punching or drilling from the hole, or by such other method as will not injure the members for re-use and will meet the approval of the Engineer. The removal of rivets and bolts from connections of truss members, bracing members, and other similar members in the structure will not be required unless specifically called for on the plans or special provisions and the Contractor shall have the option of dismantling these members by flame-cutting the members immediately adjacent to the connections. Flame-Cutting will not be permitted, however, when plans or special provisions call for the structure unit to be salvaged in such manner as to permit re-erection. In such case, all members shall be

carefully matchmarked with paint in accordance with diagram furnished by the Engineer prior to dismantling, and all rivets and bolts shall be removed from the connections in the manner specified in the first portion of this paragraph.

D. Timber Structures:

1. Timber structures or timber portions of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvable by the Engineer.
2. Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at the point not less than 2 feet below ground line, with the choice between these two methods resting with the Contractor, unless otherwise specified.

E. Brick or Stone Structures:

1. Brick or stone structures or stone portions of structures shall be removed by blasting and/or sledging the masonry into sizes not larger than one cubic foot.

2. Portions of such structures below the permanent ground line, which will not in any manner interfere with the proposed construction, may be left in place, but removal shall be carried at least 2 feet below the permanent ground line and neatly squared off.

F. Salvage:

1. All material such as pipe, timbers, railings, etc., which the Engineer deems as salvageable for reuse and all structural steel shall be in the property of City unless otherwise specified and delivered to a designated storage area.

2. All mechanical and electrical lift station material, which the Engineer deems as salvageable for reuse, including pumps and control panels shall be in the property of the City unless otherwise specified and delivered to a designated storage area.

3. The I-beams, stringers, etc., which are specified to be dismantled without damage for reuse, and all steel members when matchmarked and dismantled for reuse, shall be blocked off the ground in an upright position to protect the members against further damage.

4. Materials, other than structural steel, which are not deemed salvable by the Engineer, shall become the property of the Contractor and shall be removed to suitable disposal sites off of the right-of-way arranged for by the Contractor, or otherwise disposed of in a manner satisfactory to the Engineer.

5. Where temporary structures are necessary for a detour adjacent to the present structure, the Contractor will be permitted to use the material in the old structure for the detour structure, but he shall dismantle and stack or dispose of the material as required above as soon as the new structure is opened for traffic.

G. Backfill:

1. All excavation made in connection with this specification and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

2. That portion of the backfill which will support any portion of the roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly, if required, and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

3. That portion of the backfill which will not support any portion of the roadbed or embankment shall be placed as directed by the Engineer in such manner and to such state of compaction as will preclude objectionable amount of settlement.

END OF SECTION 024200

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 03 10 00

CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Formwork for cast-in place concrete.
2. Shoring, bracing, and anchorage.
3. Architectural form liners.
4. Form accessories.
5. Form stripping.

B. Related Sections:
1. Section 032000 - Concrete Reinforcement.
2. Section 033000 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 301 - Specifications for Structural Concrete.
3. ACI 318 - Building Code Requirements for Structural Concrete.
4. ACI 347 - Guide to Formwork for Concrete.

B. American Forest and Paper Association:
1. AF&PA - National Design Specifications for Wood Construction.

C. The Engineered Wood Association:
1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.

D. ASTM International:
1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
2. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

E. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.

1.3 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

1.4 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum .03 perms when tested in accordance with ASTM E96, Procedure A.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347 ACI 301 ACI 318.

B. For wood products furnished for work of this Section, comply with AF&PA.

C. Perform Work in accordance with State Municipality of Highways Public Work's standard.

1.6 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Form Materials: At discretion of Contractor.

2.2 FORMWORK ACCESSORIES

A. Vapor Retarder: Where indicated on Drawings, 10 mil thick polyethylene sheet manufacture by:
   1. Stego Wrap Class A: by Stego Industries LLC (887) 464-7834
   2. Griffolyn by Reef Industries (800) 231-6074
   3. VaporBlock 10 by Raven Industries (800) 635-3456
   4. Perminator Vapor – May by W.R. Meadows (800) 342-5976
   5. Or Equivalent

B. Bituminous Joint Filler: ASTM D1751.

C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.

D. Water Stops: Rubber Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, inch wide, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

****** OR ******

E. Waterstop: Flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction.
   1. Colloid Environmental Technologies Company Model.
   2. TC MiraDRi Model.
   3. Paramount Technical Products Model.
   4. Substitutions: Section 016000 - Product Requirements Not Permitted.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

3.2 INSTALLATION

A. Earth Forms:
   1. Earth forms are not permitted.

B. Formwork - General:
   1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
   2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
   3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
   4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
   5. Complete wedging and bracing before placing concrete.

C. Forms for Smooth Finish Concrete:
   1. Use steel, plywood or lined board forms.
   2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
   3. Install form lining with close-fitting square joints between separate sheets without springing into place.
   4. Use full size sheets of form lines and plywood wherever possible.
   5. Tape joints to prevent protrusions in concrete.
   6. Use care in forming and stripping wood forms to protect corners and edges.
   7. Level and continue horizontal joints.
   8. Keep wood forms wet until stripped.

D. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301 ACI 318.

E. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

F. Obtain Architect/Engineer's approval before framing openings in structural members not indicated on Drawings.

G. Install fillet and chamfer strips on external corners of beams joists columns and.

H. Install void forms in accordance with manufacturer's recommendations.
   1. SureVoid Products, Inc., Englewood, CO (800) 458-5444.

I. Do not reuse wood formwork more than times for concrete surfaces to be exposed to view. Do not patch formwork.

3.3 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Install formed openings for items to be embedded in or passing through concrete work.

B. Locate and set in place items required to be cast directly into concrete.

C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

G. Form Ties:
1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.

H. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

I. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true and sharp.

J. Openings for Items Passing Through Concrete:
1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

K. Screeds:

1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

L. Screed Supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
2. Staking through membrane is not be permitted.

M. Cleanouts and Access Panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.6 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Architect/Engineer.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

D. Leave forms in place for minimum number of days as specified in ACI 347.

3.7 ERECTION TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301 ACI 318.

****** OR ******

B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 301 ACI 318.

3.8 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements 017000 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Reinforcing bars.
2. Welded wire fabric.
3. Reinforcement accessories.

B. Related Sections:
1. Section 031000 - Concrete Forms and Accessories.
2. Section 033000 - Cast-in-Place Concrete.
3. Section 033500 - Concrete: Reinforcement for concrete floor toppings.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.
3. ACI 530.1 - Specifications for Masonry Structures.
4. ACI SP-66 - ACI Detailing Manual.

B. ASTM International:
1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
4. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
7. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
8. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
9. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
10. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.

11. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
12. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
13. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Reinforcing Steel Bars.

C. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

D. Concrete Reinforcing Steel Institute:
1. CRSI - Manual of Standard Practice.
2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.

C. Certificates: Submit AWS qualification certificate for welders employed on the Work.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
1. Submit certified copies of mill test report of reinforcement materials analysis.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI - Manual of Standard Practice, ACI 301, and ACI 318.

B. Prepare shop drawings in accordance with ACI SP-66.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.

1.6 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Deformed and Plain Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars, unfinished.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic tipped steel; size and shape to meet Project conditions.

D. Reinforcing Splicing Devices: Mechanical type; full tension and compression; sized to fit joined reinforcing.

E. Epoxy Coating Patching Material: Type as recommended by coating manufacturer.

2.3 FABRICATION

A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice, and ACI 318, on and all applicable codes.

B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.

C. Form reinforcement bends with minimum diameters in accordance with ACI 318 and all applicable codes.

D. Fabricate column reinforcement with offset bends at reinforcement splices.

E. Form spiral column reinforcement from minimum 3/8 inch diameter continuous deformed bar or wire.

F. Form ties and stirrups from the following:
   1. For bars No. 10 and Smaller: No. 3 deformed bars.
   2. For bars No. 11 and Larger: No. 4 deformed bars.

G. Weld reinforcement in accordance with AWS D1.4.

H. Galvanized Epoxy-Coated Reinforcement: Clean surfaces, weld and re-protect welded joint in accordance with CRSI.

I. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Architect/Engineer.

2.4 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Make completed reinforcement available for inspection at manufacturer's factory prior to packaging for shipment. Notify Architect/Engineer at least seven days before inspection is allowed.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
1. Do not weld crossing reinforcement bars for assembly.

B. Do not displace or damage vapor retarder.

C. Accommodate placement of formed openings.

D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318 of one bar diameter, but not less than 1 inch.
1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.

E. Maintain concrete cover around reinforcement in accordance with ACI 318 applicable code as follows:

Footings and Concrete Formed Against Earth		3 inches
Concrete exposed to earth or weather	No. 6 bars and larger	2 inches
	No. 5 bars and smaller	1-1/2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	3/4 inches
Beams and Columns		1-1/2 inches

Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

3.2 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

C. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

3.3 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318 and IBC 2006.

C. Provide free access to Work and cooperate with appointed firm.

D. Reinforcement Inspection:
1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
2. Welding: Inspect welds in accordance with AWS D1.1.
3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
4. Weldability Inspection: Inspect for reinforcement weldability when formed from steel other than ASTM A706/A706M.
5. Continuous Weld Inspection: Inspect reinforcement as required by ACI 318.
6. Periodic Weld Inspection: Other welded connections.

3.4 SCHEDULES

A. Reinforcement For Superstructure Framing Members: Deformed bars, unfinished.

B. Reinforcement For Foundation Wall Framing Members and Slab-on-Grade:Deformed bars and wire fabric, galvanized finish.

C. Reinforcement For Parking Structure Framing Members: Deformed bars, epoxy-coated finish.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:
   1. Foundation walls.
   2. Supported slabs.
   3. Slabs on grade.
   4. Control, expansion and contraction joint devices.
   5. Equipment pads.
   6. Light pole base.
   7. Flagpole base.

B. Related Sections:
   1. Section 031000 - Concrete Forms and Accessories: Formwork and accessories. Placement of joint device joint device anchors in formwork.
   2. Section 032000 - Concrete Reinforcement.
   3. Section 033500 - Concrete Finishing.
   4. Section 033900 - Concrete Curing.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 305 - Hot Weather Concreting.
   3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
   4. ACI 308.1 - Standard Specification for Curing Concrete.
   5. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
   1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
   2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
   3. ASTM C33 - Standard Specification for Concrete Aggregates.
   4. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
   5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
   6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
   7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
   8. ASTM C150 - Standard Specification for Portland Cement.

9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218 - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 PERFORMANCE REQUIREMENTS

A. Vapor Retarder Permeance: Maximum .03 perm when tested in accordance with ASTM E96.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on joint devices, attachment accessories, admixtures.

C. Design Data:
1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
a. Hot and cold weather concrete work.
b. Air entrained concrete work.
2. Identify mix ingredients and proportions, including admixtures.
3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.5 CLOSEOUT SUBMITTALS

A. Section 017000 - Execution Requirements: Closeout procedures.

B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 318.

B. Conform to ACI 305 when concreting during hot weather.

C. Conform to ACI 306.1 when concreting during cold weather.

D. Acquire cement and aggregate from one source for Work.

1.7 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.

B. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

1.9 COORDINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal

B. Normal Weight Aggregates: ASTM C33.
1. Coarse Aggregate Maximum Size: 1.5

C. Water: ACI 318; potable, without deleterious amounts of chloride ions.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260.

B. Fly Ash: ASTM C618 type C or F.

C. Silica Fume: ASTM C1240.

2.3 ACCESSORIES

A. Vapor Retarder: ASTM E1745 Class A; 10 mil thick; type recommended for below grade application. Furnish joint tape recommended by manufacturer.

B. Non-Shrink Grout: ASTM C1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler; Asphalt impregnated fiberboard or felt, tongue and groove profile.

****** OR ******

B. Joint Filler: ASTM D1752; Closed cell, resiliency of 95 percent if not compressed more than 50 percent of original thickness.

C. Sealant: ASTM C309, Type I approved by Asphalt and Vinyl composition Tile Institute, 30% minimum solids content.

2.5 CONCRETE MIX

A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1

B. Provide concrete for the following criteria:

Material and Property	Measurement
Compressive Strength (7 day)	2100 psi
Compressive Strength (28 day)	3000 psi
Cement Type	ASTM C150
Aggregate Size (maximum)	1.5 inch
Air Content	Do not use air entrainment for concrete mixes.
Slump	5 inches

C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
2. Do not use calcium chloride nor admixtures containing calcium chloride.
3. Use set retarding admixtures during hot weather.

D. Site Mixed Concrete: No site mixed concrete is allowed.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify requirements for concrete cover over reinforcement.

C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

C. Remove debris and ice from formwork, reinforcement, and concrete substrates.

D. Remove water from areas receiving concrete before concrete is placed.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301.

B. Notify testing laboratory and Architect/Engineer minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and are not disturbed during concrete placement.

D. Install vapor retarder under interior slabs on grade in accordance with ASTM E1643. Lap joints minimum 6 inches and seal watertight by adhesive applied between overlapping edges and ends as per manufacturer recommendations.

E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.

F. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.

G. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor finish.

H. Install joint covers in one piece longest practical length, when adjacent construction activity is complete.

I. Deposit concrete at final position. Prevent segregation of mix.

J. Place concrete in continuous operation for each panel or section determined by predetermined joints.

K. Consolidate concrete.

L. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

M. Place concrete continuously between predetermined expansion, control, and construction joints.

N. Do not interrupt successive placement; do not permit cold joints to occur.

O. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

P. Screed floors and slabs on grade level, maintaining surface flatness of F_f of 35.

3.4 CONCRETE FINISHING

A. Finish concrete floor surfaces to requirements of Section 03350.

B. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains.

3.5 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   1. Protect concrete footings from freezing for minimum 5 days.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Cure floor surfaces as specified in Section 03390.

D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.

E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by Owner's testing laboratory in accordance with ACI 318

C. Provide free access to Work and cooperate with appointed firm.

D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.

E. Concrete Inspections:
   1. Continuous Placement Inspection: Inspect for proper installation procedures.
   2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.

F. Strength Test Samples:
   1. Sampling Procedures: ASTM C172.
   2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured field cured.
   3. Sample concrete and make one set of three cylinders for every 150 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
   4. When volume of concrete for any class of concrete would provide less than 3 sets of cylinders, take samples from three randomly selected batches, or from every batch when less than 3 batches are used.
   5. Make one additional cylinder during cold weather concreting, and field cure.

G. Field Testing:
   1. Slump Test Method: ASTM C143/C143M.
   2. Air Content Test Method: ASTM C173/C173M.
   3. Temperature Test Method: ASTM C1064/C1064M.
   4. Measure slump and temperature for each compressive strength concrete sample.
   5. Measure air content in air entrained concrete for each compressive strength concrete sample.

H. Cylinder Compressive Strength Testing:
   1. Test Method: ASTM C39.
   2. Test Acceptance: In accordance with ACI 318 .
   3. Test one cylinder at 7 days.
   4. Test two cylinders at 28 days.
   5. Dispose remaining cylinders when testing is not required.

I. Core Compressive Strength Testing:
   1. Sampling and Testing Procedures: ASTM C42/C42M.
   2. Test Acceptance: In accordance with ACI 318.
   3. Drill three cores for each failed strength test from concrete represented by failed strength test.

J. Water Soluble Chloride Ion Concentration Test Method: ASTM C1218; tested at 28 days.
   1. Maximum Concentration: As permitted by applicable code.

K. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.7 PATCHING

A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.

C. Patch imperfections as directed by Architect/Engineer

3.8 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Architect/Engineer.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Foundation Walls: 3,000 psi 28 day concrete, form finish with honeycomb filled surface.

B. Underside of Supported Floors and Structure Exposed to View: 4,000 psi 28 day concrete, sack rubbed finish.

C. Exposed Portico Structure: 4,000 psi 28 day concrete, air entrained, smooth stone rubbed finish.

3.10 SCHEDULE - JOINT FILLERS

A. Basement Floor Slab Perimeter:Joint filler Type A set 1/8 inch below floor slab elevation.

B. Exterior Retaining Wall at Loading Dock: Joint filler Type F recessed 3/8 inch with sealant cover.

END OF SECTION

SECTION 03 35 00

CONCRETE FINISHING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Finishing concrete floors [and floor toppings].
   2. Floor surface treatment.

B. Related Sections:
   1. Section 033000 - Cast-in-Place Concrete: [Prepared concrete floors ready to receive finish;] [control and formed expansion and contraction joints and joint devices].
   2. Section 03360 - Concrete Finishes: Exposed aggregate finish.
   3. Section 033900 - Concrete Curing.
   4. Section 079513 - Expansion Joint Cover Assemblies.
   5. Section 079200 - Joint Sealers.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.

B. ASTM International:
   1. ASTM E1155 - Standard Test Method for Determining Floor Flatness and of Levelness Using the F-number System.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on concrete hardener, sealer, curing compounds curing papers and slip resistant treatment, compatibilities, and limitations.

1.4 CLOSEOUT SUBMITTALS

A. Section 017000 - Execution Requirements: Closeout procedures.

B. Operation and Maintenance Data: Submit data on maintenance renewal of applied coatings.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 302.1.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Product storage and handling requirements.

B. Deliver materials in manufacturer's packaging including application instructions.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.

1.8 COMPOUNDS - HARDENERS AND SEALERS

A. Chemical Hardener: Magnesium fluorosilicate and zinc fluorosilicate blend

PART 2 EXECUTION

2.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify floor surfaces are acceptable to receive the Work of this section.

2.2 FLOOR FINISHING

A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1.

B. Wood float surfaces receiving quarry tile, ceramic tile, and cementitious terrazzo with full bed setting system.

C. Steel trowel surfaces receiving carpeting, resilient flooring, seamless flooring, thin set terrazzo, thin set quarry tile, and thin set ceramic tile.

D. Steel trowel surfaces which are scheduled to be exposed.

2.3 TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Measure for F(F) and F(L) tolerances for floors in accordance with ASTM E1155, within 48 hours after slab installation.

C. Finish concrete to achieve the following tolerances:
1. Under Glazed Tile on Setting Bed: F(F) 35 and F(L) 20.

2. Under Resilient Finishes: F(F) 75 and F(L) 50.
3. Exposed to View and Foot Traffic: F(F) 75 and F(L) 40.
4. Correct slab surface when actual F(F) or F(L) number for floor installation measures less than required.

D. Correct defects in defined traffic floor by grinding or removal and replacement of defective Work. Areas requiring corrective Work will be identified. Re-measure corrected areas by same process.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 03 39 00

CONCRETE CURING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes initial and final curing of horizontal and vertical concrete surfaces.

B. Related Sections:
1. Section 033000 - Cast-In-Place Concrete.
2. Section 033500 - Concrete Finishing.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
3. ACI 308.1 - Standard Specification for Curing Concrete.
4. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
1. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete.
2. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
3. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
4. ASTM D2103 - Standard Specification for Polyethylene Film and Sheeting.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on curing compounds, mats, paper, film, compatibilities, and limitations.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

PART 2 PRODUCTS

2.1 MATERIALS

A. Membrane Curing Compound Type 1.

B. Membrane Curing Compound: ASTM C1315 Type I.

C. Water: Potable, not detrimental to concrete.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify substrate surfaces are ready to be cured.

3.2 INSTALLATION - HORIZONTAL SURFACES

A. Cure concrete in accordance with ACI 308.1.

B. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.

****** [OR] ******

C. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

****** [OR] ******

D. Absorptive Mat: Spread cotton fabric over floor slab areas. Spray with water until mats are saturated, and maintain in saturated condition for 7 days.

****** [OR] ******

E. Absorptive Mat: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place for 7 days.

3.3 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Protecting finished Work.

B. Do not permit traffic over unprotected floor surface.

3.4 SCHEDULES

A. Storage Area Slabs: Absorptive mats, burlap-polyethylene type.

B. Retaining Walls: Membrane curing compound, acrylic type, clear color.

C. Concrete Pavement: Membrane curing compound, opaque color.

D. Other Floor Areas: Membrane curing compound, acrylic type, translucent color.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 03 60 00

GROUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Portland cement grout.
2. Rapid curing epoxy grout.
3. Non-shrink cementitious grout.

B. Related Sections:
1. Section 033000 - Cast-in-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 301 - Specifications for Structural Concrete.
2. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Society of Testing and Materials:
1. ASTM C33 - Standard Specification for Concrete Aggregates.
2. ASTM C40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
3. ASTM C150 - Standard Specification for Portland Cement.
4. ASTM C191 - Test Method for Time of Setting of Hydraulic Cement by Vicat Needle.
5. ASTM C307 - Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacings.
6. ASTM C531 - Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
7. ASTM C579 - Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts, monolithic Surfacings and Polymer Concretes.
8. ASTM C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.

C. U. S. Army Corps of Engineers Concrete Research Division (CRD):
1. CRD C621 - Non-Shrink Grout.

PART 2 PRODUCTS

2.1 PORTLAND CEMENT GROUT MATERIALS

A. Portland Cement: ASTM C150, Type I and II.

B. Water:
1. Potable; containing no impurities, suspended particles, algae or dissolved natural salts in quantities capable of causing:
a. Corrosion of steel.
b. Volume change increasing shrinkage cracking.
c. Efflorescence.
d. Excess air entraining.

C. Fine Aggregate:
1. Washed natural sand.
2. Gradation in accordance with ASTM C33 and represented by smooth granulometric curve within required limits.
3. Free from injurious amounts of organic impurities as determined by ASTM C40.

D. Mix:
1. Portland cement, sand and water. Do not use ferrous aggregate or staining ingredients in grout mixes.

2.2 RAPID CURING EPOXY GROUT

A. Rapid Curing Epoxy Grout: High strength, three component epoxy grout formulated with thermosetting resins and inert fillers. Rapid-curing, high adhesion, and resistant to ordinary chemicals, acids and alkalies.

Compressive Strength	ASTM C579	12,000 psi at 7 days
Tensile Strength	ASTM C307	2,000 psi minimum
Coefficient of Expansion	ASTM C531	30x10-6 in per degree F
Shrinkage	ASTM C827	None

2.3 NON-SHRINK CEMENTITIOUS GROUT

A. Properties: Certified to maintain initial placement volume or expand after set and meet the following minimum properties when tested in accordance with CRD-C621, for Type D non-shrink grout:

Property	Test	Time	Result
Setting Time	ASTM C191	Initial	2 hours (Approx)
		Final	3 hours (Approx)
Expansion			0.10% - 0.4% Maximum

Compressive Strength	CRD-C621	1 day	4,000 psi
		7 days	7,000 psi
		28 days	10,000 psi to 10,800 psi

2.4 FORMWORK

A. Refer to Section 031000 for formwork requirements.

2.5 CURING

A. Prevent rapid loss of water from grout during first 48 hours by use of approved membrane curing compound or with use of wet burlap method.

PART 3 EXECUTION

3.1 PREPARATION

A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by brushing, hammering, chipping or other similar means until sound, clean concrete surface is achieved.

B. Rough concrete lightly, but not enough to interfere with placement of grout.

C. Remove foreign materials from metal surfaces in contact with grout.

D. Align, level and maintain final positioning of components to be grouted.

E. Saturate concrete surfaces with clean water; remove excess water, leave none standing.

3.2 MIXING

A. Portland Cement Grout:
1. Use proportions of 2 parts sand and 1 part cement, measured by volume.
2. Prepare grout with water to obtain consistency to permit placing and packing.
3. Mix water and grout in two steps; pre-mix using approximately 2/3 of water;after partial mixing, add remaining water to bring mix to desired placement consistency and continue mixing 2 to 3 minutes.
4. Mix only quantities of grout capable of being placed within 30 minutes after mixing.
5. Do not add additional water after grout has been mixed.
6. Capable of developing minimum compressive strength of 2400 psi in 48 hours and 7000 psi in 28 days.

****** [OR] ******

3.3 PLACING GROUT

A. Place grout material quickly and continuously.

B. Do not use pneumatic-pressure or dry-packing methods.

C. Apply grout from one side only to avoid entrapping air.

D. Do not vibrate placed grout mixture, or permit placement when area is being vibrated by nearby equipment.

E. Thoroughly compact final installation and eliminate air pockets.

F. Do not remove leveling shims for at least 48 hours after grout has been placed.

3.4 CURING

A. Immediately after placement, protect grout from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. After grout has attained its initial set, keep damp for minimum of 3 days.

3.5 FIELD QUALITY CONTROL

A. Submit proposed mix design of each class of grout to inspection and testing firm for review prior to commencement of Work.

B. Tests of grout components may be performed to ensure conformance with specified requirements.

END OF SECTION

SECTION 04 05 14

MASONRY MORTAR AND GROUT

PART 1 GENERAL

1.1 SUMMARY

A. Section includes mortar and grout for masonry.

B. Related Sections:
1. Section 042000 - Unit Masonry Assemblies: Installation of mortar and grout.
2. Section 042016 - Reinforced Unit Masonry Assemblies: Installation of mortar and grout.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:
1. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
2. ASTM C91 - Standard Specification for Masonry Cement.
3. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
4. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
5. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
6. ASTM C150 - Standard Specification for Portland Cement.
7. ASTM C199 - Standard Test Method for Pier Test for Refractory Mortars.
8. ASTM C206 - Standard Specification for Finishing Hydrated Lime.
9. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
10. ASTM C387 - Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
11. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
12. ASTM C476 - Standard Specification for Grout for Masonry.
13. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
14. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
15. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
16. ASTM C1142 - Standard Specification for Extended Life Mortar for Unit Masonry.
17. ASTM C1314 - Standard Test Method for Constructing and Testing Masonry Prisms Used to Determine Compliance with Specified Compressive Strength of Masonry.
18. ASTM C1329 - Standard Specification for Mortar Cement.
19. ASTM C1357 - Standard Test Method for Evaluating Masonry Bond Strength.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submittal requirements.

B. Design Data: Submit design mix when Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Portland Cement: ASTM C150, Type I

B. Calcium chloride is not permitted.

2.2 MIXES

A. Mortar Mixes:
1. Extended Life Mortar: ASTM C1142, Type RS

B. Mortar Mixing:
1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
2. Achieve uniformly damp sand immediately before mixing process.
3. Re-temper only within two hours of mixing.

C. Grout Mixes:
1. Grout for Non-Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.
2. Grout for Structural Masonry: 3,000 psi strength at 28 days; 8-11 inches slump; mixed in accordance with ASTM C476 grout.

3. Application:
   a. Coarse Grout: For grouting spaces with minimum 4 inches dimension in every direction.
   b. Fine Grout: For grouting other spaces.

D. Grout Mixing:
   1. Mix grout in accordance with ASTM C94/C94M, modified to use ingredients complying with ASTM C476.
   2. Add admixtures; mix uniformly.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Request inspection of spaces to be grouted.

3.2 INSTALLATION

A. Install mortar and grout in accordance with ACI 530.1 Specifications for Masonry Structures.

3.3 FIELD QUALITY CONTROL

A. Establishing Mortar Mix: In accordance with ASTM C270.

B. Testing Frequency: One set of specified tests for every 5,000 sf of completed wall area.

C. Testing of Mortar Mix: In accordance with ASTM C780 for aggregate ratio and water content, air content, consistency, and compressive strength.

D. Testing of Grout Mix: In accordance with ASTM C1019 for compressive strength, and in accordance with ASTM C143/C143M for slump.

E. Test compressive strength of mortar and masonry to ASTM C1314; test in accordance with masonry unit sections specified.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 04 20 16

REINFORCED UNIT MASONRY ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes concrete masonry units, reinforcement, anchorage, and accessories.

B. Related Sections:
1. Section 040514 - Masonry Mortar and Grout: Mortar and grout.

1.2 REFERENCES

A. American Concrete Institute:
1. ACI 530 - Building Code Requirements for Masonry Structures.
2. ACI 530.1 - Specifications for Masonry Structures.

B. ASTM International:
1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
4. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
5. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
7. ASTM A951 - Standard Specification for Masonry Joint Reinforcement.
8. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
9. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
10. ASTM C27 - Standard Classification of Fireclay and High-Alumina Refractory Brick.
11. ASTM C34 - Standard Specification for Structural Clay Load-Bearing Wall Tile.
12. ASTM C55 - Standard Specification for Concrete Brick.
13. ASTM C56 - Standard Specification for Structural Clay Non-Load-Bearing Tile.
14. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
15. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.

16. ASTM C73 - Standard Specification for Calcium Silicate Face Brick (Sand-Lime Brick).
17. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
18. ASTM C126 - Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units.
19. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
20. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units.
21. ASTM C212 - Standard Specification for Structural Clay Facing Tile.
22. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
23. ASTM C315 - Standard Specification for Clay Flue Linings.
24. ASTM C530 - Standard Specification for Structural Clay Non-Loadbearing Screen Tile.
25. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
26. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
27. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
28. ASTM C1261 - Standard Specification for Firebox Brick for Residential Fireplaces.
29. ASTM C1283 - Standard Practice for Installing Clay Flue Lining.
30. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
31. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

C. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

D. Underwriters Laboratories Inc.:
1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 PERFORMANCE REQUIREMENTS

A. Concrete Masonry Compressive Strength
1. Concrete Masonry Units: 1900 psi minimum net area compressive strength.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal requirements.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement.

C. Product Data:
1. Submit data for masonry units and fabricated wire reinforcement.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 530 and ACI 530.1.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Section 016000 - Product Requirements.

B. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.

PART 2 PRODUCTS

2.1 COMPONENTS

A. Hollow Load Bearing Concrete Masonry Units (CMU): ASTM C90; normal weight.

2.2 ACCESSORIES

A. Single Wythe Joint Reinforcement: ASTM A951; ladder type; 0.148 inch diameter side rods with 0.148 inch diameter cross ties.

B. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, deformed billet bars.

C. Anchor Rods: ASTM A307; Grade C; J-shaped or L-shaped; complete with washers and heavy hex nuts; sized for minimum 15 inch embedment.
1. Hot-Dipped Galvanizing: ASTM A153/A153M.
2. Mechanical Galvanizing: ASTM B695; Class 55.

D. Mortar and Grout: As specified in Section 04065.

E. Joint Filler: Closed cell rubber; oversized 50 percent to joint width; self expanding.

2.3 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Test brick efflorescence in accordance with ASTM C67. Brick rated greater than "slightly effloresced" is not acceptable.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify field conditions are acceptable and are ready to receive work.

C. Verify items provided by other sections of work are properly sized and located.

D. Verify built-in items are in proper location, and ready for roughing into masonry work.

3.2 PREPARATION

A. Direct and coordinate placement of metal anchors supplied to other Sections.

B. Furnish temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent support.

C. Wet clay and shale brick before laying when initial rate of absorption is greater than 30 grams when tested in accordance with ASTM C67.

3.3 INSTALLATION

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form bed and head joints of uniform thickness.

C. Coursing of Concrete Masonry Units:
   1. Bond: Running.
   2. Coursing: One unit and one mortar joint to equal 8 inches.
   3. Mortar Joints: Concave.

D. Placing And Bonding:
   1. Lay solid masonry units in full bed of mortar, with full head joints.
   2. Lay hollow masonry units with face shell bedding on head and bed joints.

3. Buttering corners of joints or excessive furrowing of mortar joints are not permitted.
4. Remove excess mortar as Work progresses.
5. Interlock intersections and external corners.
6. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
7. Perform job site cutting of masonry units with proper tools to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
8. Isolate masonry from vertical structural framing members with movement joint .
9. Isolate top of masonry from horizontal structural framing members and slabs or decks.

E. Joint Reinforcement And Anchorage:
1. Install horizontal joint reinforcement 16 inches oc.
2. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
3. Place joint reinforcement continuous in first and second joint below top of walls.
4. Lap joint reinforcement ends minimum 6 inches.
5. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
6. Embed anchors embedded in concrete attached to structural steel members. Embed anchorages in every sixth brick.

F. Lintels:
1. Install precast concrete lintels over openings.
2. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled or indicated.
3. Openings Up To 42 inches Wide: Reinforce openings as indicated on Drawings.
4. Openings From 42 inches Up To 78 inches Wide: Reinforce openings as indicated on Drawings.
5. Openings Over 78 inches: Reinforce openings as indicated on Drawings.
6. Do not splice reinforcing bars.
7. Support and secure reinforcing bars from displacement.
8. Place and consolidate grout fill without displacing reinforcing.
9. Allow masonry lintels to attain specified strength before removing temporary supports.
10. Maintain minimum 8 inches bearing on each side of opening.

G. Grouted Components:
1. Reinforce bond beam with 1, No. 5 bar.
2. Reinforce pilaster with 1, No. 6 bar in each cell.
3. Lap splices bar diameters required by code.
4. Support and secure reinforcing bars from displacement.
5. Place and consolidate grout fill without displacing reinforcing.
6. At bearing locations, fill masonry cores with grout for minimum 12 inches either side of opening.

H. Reinforced Masonry:
   1. Lay masonry units with cells vertically aligned and cavities between wythes clear of mortar and unobstructed.
   2. Place reinforcing, reinforcement bars, and grout as indicated on Drawings.
   3. Splice reinforcement in accordance with Section 03200.
   4. Support and secure reinforcement from displacement.
   5. Place and consolidate grout fill without displacing reinforcing.
   6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.

I. Control And Expansion Joints:
   1. Install control and expansion joints at the following maximum spacings, unless otherwise indicated on Drawings:
      a. Exterior Walls: 20 feet on center and within 10 feet on one side of each interior and exterior corner.
      b. Interior Walls: 30 feet on center.
      c. At changes in wall height.
   2. Do not continue horizontal joint reinforcement through control and expansion joints.
   3. Install preformed control joint device in continuous lengths. Seal butt and corner joints.
   4. Size control joint in accordance with Section 07900 for sealant performance.
   5. Form expansion joint by omitting mortar and cutting unit to form open space.

J. Cutting And Fitting:
   1. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.4 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Alignment of Pilasters: 1/4 inch.

C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.

D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

G. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.

H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

I. Maximum Variation for Steel Reinforcement:
   1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
   2. Plus or minus 1/2 inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
   3. Plus or minus 1 inch when distance is between 8 and 24 inches.
   4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.
   5. Plus or minus 2 inches from location along face of wall.

3.5 FIELD QUALITY CONTROL

A. Concrete Masonry Units: Test each type in accordance with ASTM C140.

3.6 CLEANING

A. Section 017000 - Execution Requirements: Final cleaning.

B. Remove excess mortar and mortar smears as work progresses.

C. Replace defective mortar. Match adjacent work.

D. Clean soiled surfaces with cleaning solution.

E. Use non-metallic tools in cleaning operations.

3.7 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Requirements for protecting finished Work.

B. Protect exposed external corners subject to damage.

C. Protect base of walls from mud and mortar splatter.

D. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.

E. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 05 12 00

STRUCTURAL STEEL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Structural shapes.
2. Channels and angles.
3. Hollow structural sections.
4. Structural pipe.
5. Structural plates and bars.
6. Fasteners, connectors, and anchors.
7. Fasteners, connectors, and anchors.
8. Grout.

B. Related Sections:
1. Section 036000 - Grout: Grout for setting base plates.
2. Section 052100 - Steel Joists.
3. Section 053123 - Steel Roof Deck
4. Section 055000 – Metal Fabrications: Steel Fabrications affecting structural steel work.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC Code of Standard Practice for Steel Buildings and Bridges.
2. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
3. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
4. AISC Seismic Provisions for Structural Steel Buildings.
5. AISC Specification for Allowable Stress Design of Single-Angle Members.
6. AISC Specification for the Design of Steel Hollow Structural Sections.
7. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
3. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
4. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

5. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
6. ASTM A193/A193M - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
7. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
8. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
9. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
10. ASTM A449 - Standard Specification for Quenched and Tempered Steel Bolts and Studs.
11. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
12. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
13. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
14. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
15. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
16. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
17. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
18. ASTM A588/A588M - Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-in. (100-mm) Thick.
19. ASTM A618 - Standard Specification for Hot-Formed Welded and Seamless High-Strength Low-Alloy Structural Tubing.
20. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
21. ASTM A847 - Standard Specification for Cold-Formed Welded and Seamless High Strength, Low Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance.
22. ASTM A852/A852M - Standard Specification for Quenched and Tempered Low-Alloy Structural Steel Plate with 70 ksi (485 MPa) Minimum Yield Strength to 4 in. (100 mm) Thick.
23. ASTM A913/A913M - Standard Specification for High-Strength Low-Alloy Steel Shapes of Structural Quality, Produced by Quenching and Self-Tempering Process (QST).
24. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
25. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
26. ASTM E94 - Standard Guide for Radiographic Examination.
27. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.

28. ASTM E165 - Standard Test Method for Liquid Penetrant Examination.
29. ASTM E709 - Standard Guide for Magnetic Particle Examination.
30. ASTM F436 - Standard Specification for Hardened Steel Washers.
31. ASTM F959 - Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners.
32. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
33. ASTM F1852 - Standard Specification for Twist Off Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Research Council on Structural Connections:
1. RCSC - Specification for Structural Joints Using ASTM A325 or A490 Bolts.

E. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 15 - Steel Joist Shop Paint.
3. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).
4. SSPC SP 3 - Power Tool Cleaning.
5. SSPC SP 6 - Commercial Blast Cleaning.
6. SSPC SP 10 - Near-White Blast Cleaning.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:
1. Indicate profiles, sizes, spacing, and locations of structural members, openings, attachments, and fasteners.
2. Connections.
3. Cambers
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

C. Mill Test Reports: Submit indicating structural strength and destructive and non-destructive test analysis.

D. Manufacturer's Mill Certificate: Certify products meet or exceed specified requirements.

E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualifications within previous 12 months.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
   1. AISC Code of Standard Practice for Steel Buildings and Bridges.
   2. AISC Code of Standard Practice for Steel Buildings and Bridges. Section 10.
   3. AISC Seismic Provisions for Structural Steel Buildings.
   4. AISC Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
   5. AISC Load and Resistance Factor Design (LRFD) Specification for Structural Steel Buildings.
   6. AISC Specification for the Design of Steel Hollow Structural Sections.
   7. AISC Specification for Allowable Stress Design of Single-Angle Members.
   8. AISC Load and Resistance Factor Design Specification for Single-Angle Members.
   9. RCSC Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
   10. ASCE 19.

1.5 COORDINATION

A. Section {013000 - Administrative Requirements}: Requirements for coordination.

PART 2 PRODUCTS

2.1 STRUCTURAL STEEL

A. Structural W-Shapes: ASTM A992/A992M; Grade 50

B. Structural M-Shapes: ASTM A36/A36M; Grade 50

C. Structural T-Shapes: Cut from structural W-shapes.

D. Channels and Angles: ASTM A36/A36M.

E. Round Hollow Structural Sections: ASTM A500, Grade B.

F. Square and Rectangular Hollow Structural Sections: ASTM A500, Grade B.

G. Structural Plates and Bars: ASTM A36/A36M.

2.2 FASTENERS, CONNECTORS, AND ANCHORS

A. Bolts: ASTM A307; Grade A or B.
   1. Finish: Unfinished

B. High Strength Bolts: ASTM A325; Type 1 or ASTM A490; Type 1.

1. Finish: Unfinished

C. Nuts: ASTM A563 heavy hex type.
1. Finish: Unfinished

D. Washers: ASTM F436; Type 1, circular
1. Finish: Unfinished

E. Threaded Rods: ASTM A36/A36M; Grade A.
1. Finish: Unfinished

F. Forged Structural Steel Hardware:
1. Clevises and Turnbuckles: ASTM A108; Grade 1085.
2. Eye Nuts and Eye Bolts: ASTM A108; Grade 1030.
3. Sleeve Nuts: ASTM A108; Grade 1018.
4. Rod Ends, Yoke Ends and Pins, Cotter Pins, and Coupling Nuts: Carbon steel.

2.3 WELDING MATERIALS

A. Welding Materials: AWS D1.1; type required for materials being welded.

2.4 ACCESSORIES

A. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing minimum compressive strength of 7,000 psi at 28 days

B. Shop and Touch-Up Primer: SSPC Paint 15, Type 1, red oxide.

2.5 FABRICATION

A. Continuously seal joined members by continuous welds. Grind exposed welds smooth.

B. Fabricate connections for bolt, nut, and washer connectors.

C. Develop required camber for members.

2.6 FINISH

A. Prepare structural component surfaces in accordance with SSPC SP 3.

B. Shop prime structural steel members.

C. Galvanizing for Structural Steel Members: ASTM A123/A123M; minimum 1.2 oz/sq ft coating thickness; galvanize after fabrication.

D. Galvanizing for Fasteners, Connectors, and Anchors:
   1. Hot-Dipped Galvanizing: ASTM A153/A153M.
   2. Mechanical Galvanizing: ASTM B695; Class 50 minimum.

2.7 SOURCE QUALITY CONTROL AND TESTS

A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.

B. Shop test bolted and welded connections as specified for field quality control tests.

C. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop tests are not required for Work performed by approved fabricator.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify bearing surfaces are at correct elevation.

C. Verify anchors rods are set in correct locations and arrangements with correct exposure for steel attachment.

3.2 PREPARATION

A. Furnish templates for installation of anchor rods and embedments in concrete and masonry work.

3.3 ERECTION

A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.

B. Field weld components and shear connectors indicated on Drawings.

C. Field connect members with threaded fasteners; tighten to snug tight for bearing type connections.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, touch up welds and abrasions to match shop finishes.

3.4 GROUT INSTALLATION

A. Grout [under base plates in accordance with Section 036000.

B. Shim bearing plates and equipment supports to proper elevation, snug tighten anchor bolts.

C. Fill void under bearing surface with grout. Install and pack grout to remove air pockets.

D. Moist cure grout.

E. Remove forms after grout is set. Trim grout edges to from smooth surface, splayed 45 degrees.

F. Tighten anchor bolts after grout has cured for a minimum of 3 days.

3.5 ERECTION TOLERANCES

A. Section 014000 - Quality Requirements: Tolerances.

B. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

C. Maximum Offset From Alignment: 1/4 inch.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Bolted Connections: Inspect in accordance with AISC specifications.
   1. Visually inspect all bolted connections.
   2. For Direct Tension Indicators, comply with requirements of ASTM F959. Verify that gaps are less than gaps specified in Table 2.

C. Welding: Inspect welds in accordance with AWS D1.1.
   1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
   2. Visually inspect all welds.
   3. Ultrasonic Inspection: ASTM E164; perform on all full penetration welds.
   4. Liquid Penetrant Inspection: ASTM E165.

D. Correct defective bolted connections and welds.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 081113

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes hollow-metal work.

B. Related Requirements:

1. Section 087111 "Door Hardware (Descriptive Specification)" for door hardware for hollow-metal doors.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature-rise ratings, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.

4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.

C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:

1. Amweld International, LLC.
2. Apex Industries, Inc.
3. Ceco Door; ASSA ABLOY.
4. Curries Company; ASSA ABLOY.
5. Fleming Door Products Ltd.; Assa Abloy Group Company.
6. National Custom Hollow Metal Doors & Frames.
7. Republic Doors and Frames.
8. Steelcraft; an Allegion brand.

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3. At all exterior door locations unless indicated otherwise in the Door and Frame Schedule.

1. Physical Performance: Level A according to SDI A250.4.
2. Doors:

    a. Type: As indicated in the Door and Frame Schedule.
    b. Thickness: 1-3/4 inches.
    c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum G60 or A60 coating.
    d. Edge Construction: Model 2, Seamless.
    e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral board, or vertical steel-stiffener core.

        1) Thermal-Rated Doors: Provide doors fabricated with thermal-resistance value (R-value) of not less than 2.1 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.

3. Frames:

    a. Materials: Metallic-coated steel sheet, minimum thickness of 0.067 inch, with minimum G60 or A60 coating.
    b. Construction: Full profile welded.

4. Exposed Finish: Prime.

2.4 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.5 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.6 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:

1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
2. Fire Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.
3. Vertical Edges for Single-Acting Doors: Bevel edges 1/8 inch in 2 inches.
4. Top Edge Closures: Close top edges of doors with inverted closures, except provide flush closures at exterior doors of same material as face sheets.
5. Bottom Edge Closures: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets.
6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
2. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
3. Jamb Anchors: Provide number and spacing of anchors as follows:

a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:

1) Two anchors per jamb up to 60 inches high.
2) Three anchors per jamb from 60 to 90 inches high.

b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:

1) Three anchors per jamb up to 60 inches high.
2) Four anchors per jamb from 60 to 90 inches high.

4. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
5. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

F. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with mitered hairline joints.

1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
4. Provide loose stops and moldings on inside of hollow-metal work.
5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.7 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.

B. Hollow-Metal Frames: Install hollow-metal frames for doors and other openings of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

    a. At fire-rated openings, install frames according to NFPA 80.
    b. Install frames with removable stops located on secure side of opening
    c. Install door silencers in frames before grouting.
    d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
3. Concrete Walls: Fill frames with concrete at the same time concrete tilt-up walls are being cast.
4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

    a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

    a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.

c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
3. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove concrete and other materials from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 083323

OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Insulated service doors.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous steel supports.

1.3 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.

1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.
5. Include diagrams for power, signal, and control wiring.

C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.

1. Include similar Samples of accessories involving color selection.

D. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Curtain slats.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

A. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.

1. Obtain operators and controls from overhead coiling door manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance, Exterior Doors: Capable of withstanding the design wind loads.

1. Design Wind Load: As indicated on Drawings.
2. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.
3. Operability under Wind Load: Design overhead coiling doors to remain operable under design wind load, acting inward and outward.

2.3 DOOR ASSEMBLY

A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.

1. Basis-of-Design Product: Subject to compliance with requirements, provide **"Overhead Door Corporation; Model 610 – Heavy-Duty Coiling Service Doors"** or comparable product by one of the following:

a. ACME Rolling Doors.
b. Alpine Overhead Doors, Inc.
c. Alumatec Pacific Products.
d. Amarr Garage Doors.
e. ASTA Door Corporation.
f. C.H.I. Overhead Doors.
g. City-Gates.
h. Clopay Building Products.
i. Cookson Company.
j. Cornell Iron Works, Inc.
k. Janus International Corporation.

l. Lawrence Roll-Up Doors, Inc.
m. McKeon Rolling Steel Door Company, Inc.
n. Metro Door.
o. QMI Security Solutions.
p. Raynor.
q. Southwestern Rolling Steel Door Co.
r. Wayne-Dalton Corp.

B. Operation Cycles: Door components and operators capable of operating for not less than 20,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

C. Air Infiltration: Maximum rate of 0.08 cfm/sq. ft. at 15 and 25 mph when tested according to ASTM E 283.

D. Curtain R-Value: non-insulated.

E. Door Curtain Material: Galvanized steel.

F. Door Curtain Slats: Curved profile type C-275.

G. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from hot-dip galvanized steel, stainless steel or aluminum extrusions and finished to match door.

H. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.

I. Wind Load Design: 23 psf.

J. Hood: Match curtain material and finish.

1. Shape: Round.
2. Mounting: Face of wall.

K. Locking Devices: Equip door with slide bolt for padlock.

L. Door Operator:
1. Manual Operation: Chain type.

M. Door Finish:

1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range.
2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.4 DOOR CURTAIN MATERIALS AND CONSTRUCTION

A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:

1. Steel Door Curtain Slats: Zinc-coated (galvanized), cold-rolled structural steel sheet; complying with ASTM A 653/A 653M, with G90 zinc coating; nominal sheet thickness (coated) of 0.028 inch; and as required.
2. Insulation: Fill slats for insulated doors with manufacturer's standard thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84 or UL 723. Enclose insulation completely within slat faces.
3. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch.

B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain, and a continuous bar for holding windlocks.

2.5 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.

1. Galvanized Steel: Nominal 0.028-inch- thick, hot-dip galvanized steel sheet with G90 zinc coating, complying with ASTM A 653/A 653M.

2.6 LOCKING DEVICES

A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.

B. Chain Lock Keeper: Suitable for padlock.

2.7 CURTAIN ACCESSORIES

A. Weather seals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.

1. At door head, use 1/8-inch- thick, replaceable, continuous-sheet baffle secured to inside of hood or field- installed on the header.
2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch- thick seals of flexible vinyl, rubber, or neoprene.

2.8 COUNTERBALANCING MECHANISM

A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.

B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless or welded carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. of span under full load.

C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.

D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.

E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.9 STEEL AND GALVANIZED-STEEL FINISHES

A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

B. Examine locations of electrical connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

B. Install overhead coiling doors, hoods, controls, and operators at the mounting locations indicated for each door.

C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.

D. Power-Operated Doors: Install according to UL 325.

3.3 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Perform installation and startup checks according to manufacturer's written instructions.
2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

1. Adjust exterior doors and components to be weather-resistant.

B. Lubricate bearings and sliding parts as recommended by manufacturer.

C. Adjust seals to provide tight fit around entire perimeter.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

SECTION 087111

DOOR HARDWARE (DESCRIPTIVE SPECIFICATION)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Mechanical door hardware for the following:

a. Swinging doors.

1.3 COORDINATION

A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Door Hardware Schedule.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:

a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design" and "2012 Texas Accessibility Standards."

2.2 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.

1. Door hardware is scheduled in Part 3.

2.3 HINGES

A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Hager Companies.
b. McKinney Products Company; an ASSA ABLOY Group company.
c. Stanley Commercial Hardware; a division of Stanley Security Solutions.

B. Antifriction-Bearing Hinges:

1. Mounting: Full mortise (butts).
2. Bearing Material: Manufacturer's standard antifriction bearing.
3. Grade: 2 (standard weight).
4. Base and Pin Metal:

a. Exterior Hinges: Stainless steel with stainless steel pin.

5. Pins: Non-rising loose unless otherwise indicated.

6. Tips: Flat button.
7. Corners: Square.

2.4 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch latchbolt throw.

C. Lock Backset: 2-3/4 inches unless otherwise indicated.

D. Lock Trim:

1. Description: As indicated on the Door Hardware Schedule.
2. Levers: Cast.
3. Escutcheons (Roses): Wrought.

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
b. SARGENT Manufacturing Company; ASSA ABLOY.
c. Yale Security Inc; an ASSA ABLOY Group company.

2.5 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
b. SARGENT Manufacturing Company; ASSA ABLOY.
c. Yale Security Inc; an ASSA ABLOY Group company.

B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.

1. Core Type: Interchangeable.
2. Number of Pins: Seven.
3. Lock Type: Mortise or rim type as condition dictates.

2.6 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Incorporate decisions made in keying conference.

1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.

a. Provide three cylinder change keys and five each of master and grand master keys.

2. Keyed Alike: Key all cylinders to same change key.

B. Keys: Nickel silver.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:

a. Notation: Information to be furnished by Owner.

2.7 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Hiawatha, Inc; a division of the Activar Construction Products Group.
b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
c. Trimco.

B. Flat Push Plates: With square corners and beveled edges; secured with exposed screws.

1. Thickness: 0.050 inch.
2. Size: 4 inches wide by 16 inches high.

C. Push-Pull Plates: With square corners, beveled edges, and raised integral lip; secured with exposed screws.

1. Thickness: 0.050 inch.
2. Size: 4 inches wide by 16 inches high.

2.8 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
b. DORMA Architectural Hardware; a division of DORMA Group North America.

c. Norton Door Controls; an ASSA ABLOY Group company.

B. Cast-Aluminum Surface Closers: Grade 1; Traditional type with mechanism enclosed in cast-aluminum alloy shell.

1. Mounting: Opposite hinge side (Push side).
2. Type: Parallel arm.
3. Backcheck: Adjustable, effective between 60 and 85 degrees of door opening.

2.9 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Architectural Builders Hardware Mfg., Inc.
b. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
c. SARGENT Manufacturing Company; ASSA ABLOY.

B. Overhead Concealed Slide Stops: Type 1; Grade 1; release by push and pull of door unless control is set in inactive position; with stop, shock absorber, and adjustable holding pressure; for doors opening 110 degrees.

1. Door Swing Type: Single acting.

2.10 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. National Guard Products, Inc.
b. Pemko Manufacturing Co.
c. Zero International, Inc.

B. Door Sweeps: Neoprene gasket material held in place by flat housing or flange; surface mounted to face of door with screws.

1. Housing or Flange Material: Aluminum.

2.11 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. National Guard Products, Inc.
b. Pemko Manufacturing Co.

c. Rockwood Manufacturing Company; an ASSA ABLOY Group company.

B. Saddle Thresholds:

1. Type: Applied gasketed stop and fluted top.
2. Base Metal: Aluminum.

2.12 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Hiawatha, Inc; a division of the Activar Construction Products Group.
b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
c. Trimco.

B. Kick Plates: 8 inches high by door width with allowance for frame stops.

2.13 AUXILIARY DOOR HARDWARE

A. Auxiliary Hardware: BHMA A156.16.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Hager Companies.
b. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
c. Trimco.

B. Silencers for Metal Door Frames: Grade 1; neoprene or rubber; minimum diameter 1/2 inch; fabricated for drilled-in application to frame.

2.14 FABRICATION

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Owner.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Fire-Rated Applications:

    a. Wood or Machine Screws: For the following:

        1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors.
        2) Strike plates to frames.
        3) Closers to doors and frames.

    b. Steel Through Bolts: For the following unless door blocking is provided:

        1) Closers to doors and frames.
        2) Surface-mounted exit devices.

3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.15 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period.

1. Replace construction cores with permanent cores as directed by Owner.

E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."

F. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

G. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

1. Do not notch perimeter gasketing to install other surface-applied hardware.

H. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

I. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DOOR HARDWARE SCHEDULE

HARDWARE SELECTED BY SUPPLIER

END OF SECTION 087111

SECTION 13 34 19

PRE-ENGINEERED METAL BUILDINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes pre-engineered, shop fabricated structural steel building frame.

1.2 REFERENCES

A. American Institute of Steel Construction:
1. AISC S335 - Specification for Structural Steel Buildings Allowable Stress Design, and Plastic Design.
2. AISC S342L - Load and Resistance Factor Design Specification for Structural Steel Buildings.
3. AISC S344L - Metric Load and Resistance Factor Design Specification for Structural Steel Buildings.

B. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
4. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
5. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
6. ASTM A490 - Standard Specification for Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
7. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
8. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
9. ASTM A529/A529M - Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
10. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
11. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
12. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
13. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.

14. ASTM C991 - Standard Specification for Flexible Glass Fiber Insulation for Pre-Engineered Metal Buildings.
15. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
16. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
17. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

C. American Welding Society:
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. AWS D1.1 - Structural Welding Code - Steel.

D. Metal Building Manufacturers Association:
1. MBMA - Low Rise Building Systems Manual.

E. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

F. SSPC: The Society for Protective Coatings:
1. SSPC - Steel Structures Painting Manual.
2. SSPC Paint 20 - Zinc-Rich Primers (Type I - Inorganic and Type II - Organic).

G. Underwriters Laboratories Inc.:
1. UL - Building Materials Directory.
2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

1.3 SYSTEM DESCRIPTION

A. Pre-engineered canopy system.

1.4 DESIGN REQUIREMENTS

A. Provide drainage to exterior for water entering or condensation occurring within wall or roof system.

B. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

1.5 PERFORMANCE REQUIREMENTS

A. Conform to applicable codes for submission of design calculations, reviewed shop and erection drawings, required for acquiring permits.

B. Cooperate with regulatory agency or authority and provide data as requested authority having jurisdiction.

1.6 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Engineered Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads, and reactions; roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, method or installation; framing anchor bolt settings, sizes, and locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature of a Professional Engineer with a license in the State of Texas.

C. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.

PART 2 PRODUCTS

2.1 FABRICATION - FRAMING

A. Fabricate members in accordance with AISC Specification for plate, bar, tube, or rolled structural shapes.

B. Provide framing for door window louver skylight, ventilator openings.

PART 3 EXECUTION

3.1 ERECTION - FRAMING

A. Erect framing in accordance with AISC Specification.

B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing.

C. Set column base plates with non-shrink grout to achieve full plate bearing.

D. Do not field cut or alter structural members without approval of Architect/Engineer.

E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.2 ERECTION TOLERANCES

A. Framing Members: 1/4 inch from level;1/8 inch from plumb.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 133423

PRE-MANUFACTURED BOOTH

PART 1 – GENERAL

1.01 SUMMARY

Provide all labor, equipment and materials to furnish one prefabricated steel guard Attendant Booth.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Electrical service supply and connection.

B. Site/foundation work.

C. Unloading, placement, installation and anchoring.

1.3 SUBMITTALS

A. Upon award of order, manufacturer shall prepare and submit shop drawings for the Pre-fabricated Booth. Drawings shall include elevations, section, floor plan, electric schedule, service entrance locations, and anchor clip detail.

1.4 QUALITY ASSURANCE

A. Structures shall be the product of a manufacturer with a minimum of 20 years-documented experience in the design and fabrication of portable steel building and one approved by TDLR to provide certified (stamped) accessible booths in compliance with TDLR.

B. Prefabricated buildings by manufacturers other than the one approved shall submit sufficient data to enable approval to be given. As a minimum: design drawings and/or calculations, applicable certifications, catalog information, electrical data, and color samples showing equal range of variety.

C. Design loads: Live Loads: Per requirements for the installation location. Unit to be manufactured to be in full compliance with the State of Texas Department of License and Regulation (TDLR) requirements. Manufacturer to be TDLR approved and shall obtain TDLR approval and Insignia prior to shipping the unit to the site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products of the following manufacturer from the basis for design and quality intended.
1. B.I.G. Enterprises, Inc. South El Monte CA. 800-669-1449. Contact: Dave King.

B. Substitutions:

1. Shall be proposed in accordance with Submittals requirement above a minimum of 10 days prior to Bid Date for review by Engineer. If acceptable, Engineer shall issue notification via addenda no later than three days prior to Bid Date.

2.2 STRUCTURE

A. Prefabricated steel building shall be single unit welded construction. Building to be shipped completely assembled. All welded joints ground smooth. Base Dimensions to be 6' x 12'"

B. 3" x 3" and 2" x 3" x .083 cold drawn electro-welded structural mechanical steel frames.

2.3 WALLS

A. 16ga. Galvanized steel interior and exterior panels MIG welded between frame and mullions for self-aligning unitized system, creating a structural diaphragm with R-17 insulation.

2.4 BASE AND FLOOR

A. Unit to have no floor, unit to be designed to mount directly to a level flush to grade concrete pad. Booth perimeter base, except at the doors to be 2" x 2" galvanized steel tube frame, door area to have 1\4" stainless steel strap..

2.5 DOORS

A. Unit to have two commercial steel framed doors top hung by eight 2 1\4" rigid steel ball bearing rollers from a steel track with a lower stainless steel guide, stainless steel pull handles welded to the frame, mortise lock and fixed window.

2.6 WINDOWS

A. 16ga. galvanized steel window frame system with flush mounted corners and welded fastening. Unit to have fixed windows on all sides. All windows glazed with 3\4" light gray tinted tempered dual pane insulating glass with Low-E coating.

2.7 ROOF

A. Roof to be designed for exterior use and constructed of internal steel framing with 16-gauge galvanized steel roof deck welded to the framing and covered with a three part membrane with a SRI index of 95 or better. Roof to have a 14" fascia with no overhang. Roof to be designed to drain through minimal scuppers for code compliance.

2.8 COUNTER

A. Booth to have a 24" deep full width font counter and a 14" deep rear counter, both to be minimum 16ga. type 304 stainless steel with # 4 finish and have framing for minimum 250lb. load. Shelves to be mounted at 34" A.F.F.

2.9 ELECTRICAL

A. Load Center shall be 125 Amp 120/208 volt, three phase, 4 wire 24 pole, four duplex outlets and two quadruple outlets mounted under the front shelf and four duplex outlets under the rear shelf, interior LED can lights recessed in the ceiling with single pole wall dimmer switch. In addition to dimmer switch, the unit shall also have two single pole switches for control of canopy lights and site lighting. Air conditioner to be a through the rear wall mounted unit with 14,300 BTU cooling and 5KW electric resistance heating at 208 volts. HVAC to have a painted shroud that is recessed so only 1" protrudes to the outside of the rear wall, exterior grill to be an Architectural louver, A\C to have dedicated outlet. Unit shall also have three empty single gang J-Boxes mounted under the front shelf with 1\2" conduit runs with pull string terminating at the stub up area. Unit shall also have two weather proof J-Boxes at roof with 1/2" conduit runs with pull string stubbed into booth and down into knee space below front shelf for installation of future wireless antenna. Unit shall also have a 12" x 12" hard point in the ceiling for monitor mount by others. Hard point to be minimum 12ga. galvanized steel and shall have a dedicated duplex outlet and J-Box with conduit run. Reference Panel 'LBP' schedule on plans.

WEATHER PROOFING

A. Weather-tight for exterior use. All seams and joints pressure bonderized. All openings fully weather stripped.

PART 3 - EXECUTION

3.1 GENERAL

A. Install prefabricated buildings on flat and level concrete pad in accordance with the manufacturer's recommendations and placement drawings. Position units over utility stub-ups, verify building is level and anchor.

3.2 INSTALLATION

A. Units shall be shipped fully assembled, fully wired, fully glazed and thoroughly painted.

A. Position units over electrical stub-up on level pad. Drill and set expansion type anchor bolts.

B. Connect power and seal around edges where the floor base meets the concrete pad.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 220100

PLUMBING SUBMITTAL PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

SUMMARY

B. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

DEFINITIONS

C. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

D. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Division Section as "informational submittals."

E. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

F. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

ACTION SUBMITTALS

G. Submittal Schedule: Submit a schedule of Division 22 submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Engineer's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for delivery.
    i. Scheduled dates for installation.
    j. Activity or event number.

SUBMITTAL ADMINISTRATIVE REQUIREMENTS

H. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing and Project record drawings.

    a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Contractor shall execute a data licensing agreement in the form of Halff Associates' Standard form.

I. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section within a Construction Division concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. *
    - This submittal package shall be comprehensive document by Division and not piecemealed by specification section.
3. Submit action submittals and informational submittals required by the same Specification Section concurrent.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. For example, HVAC Equipment must be submitted and approved prior to approval of Electrical gear.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

J. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals is indicated, allow 15 working days for initial review of each submittal.

K. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Construction Manager, where applicable.
e. Name of Contractor.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Division Section or number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, initial submittal may serve as final submittal.

a. When paper copies are required, submit one copy of submittal.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
   a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Engineer.
      6) Name of Construction Manager, where applicable.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
      10) Category and type of submittal.
      11) Submittal purpose and description.
      12) Specification Section number and title.
      13) Specification paragraph number or drawing designation and generic name for each of multiple items.
      14) Drawing number and detail references, as appropriate.
      15) Indication of full or partial submittal.
      16) Transmittal number, numbered consecutively.
      17) Submittal and transmittal distribution record.
      18) Remarks.
      19) Signature of transmitter.

L. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item. Alternately, submit package as a comprehensive .pdf document by Division with each Specification Section tabbed.
2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name of Construction Manager, where applicable.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Names of subcontractor, manufacturer, and supplier.

h. Category and type of submittal.
i. Submittal purpose and description.
j. Specification Section number and title.
k. Specification paragraph number or drawing designation and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Location(s) where product is to be installed, as appropriate.
n. Related physical samples submitted directly.
o. Indication of full or partial submittal.
p. Transmittal number, numbered consecutively.
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

M. Options: Identify options requiring selection by Engineer.

N. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

O. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

P. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Q. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site or FTP site specifically established for Project.

a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

1. Action Submittals: For submittal formats 11 x 17 and larger, submit two paper copies of each submittal unless otherwise indicated in addition to the electronically posted submittal. Engineer will return one copy of paper submittal.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each construction Division and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data (8-1/2 x 11 format only) in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer, if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11 x 17 but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
   a. Two opaque (bond) copies of each submittal. Engineer will return one copy. Engineer will return one copy. Submit also one electronic file for record keeping.

4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.

   a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
   b. Refer to Section 01 31 00 "Project Management and Coordination" for requirements for coordination drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
   e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. "Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

DELEGATED-DESIGN SERVICES

J. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

K. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

L. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.

1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

PART 3 - EXECUTION

CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

ENGINEER'S ACTION

C. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 220100

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 220523

GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Bronze ball valves.
   2. Bronze gate valves.

B. Related Sections:
   1. Section 221116 "Domestic Water Piping" for valves applicable only to this piping.

1.3 DEFINITIONS

A. CWP: Cold working pressure.

B. EPDM: Ethylene propylene copolymer rubber.

C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

D. NRS: Nonrising stem.

E. OS&Y: Outside screw and yoke.

F. RS: Rising stem.

G. SWP: Steam working pressure.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of valve indicated.

1.5 QUALITY ASSURANCE

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:
   1. ASME B31.1 for power piping valves.
   2. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:
   1. Protect internal parts against rust and corrosion.
   2. Protect threads, flange faces, grooves, and weld ends.
   3. Set gate valves closed to prevent rattling.
   4. Set ball valves open to minimize exposure of functional surfaces.
   5. Block check valves in either closed or open position.

B. Use the following precautions during storage:
   1. Maintain valve end protection.
   2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

B. Valve Sizes: Same as upstream piping unless otherwise indicated.

C. Valve Actuator Types:
   1. Handwheel: For valves other than quarter-turn types.
   2. Handlever: For quarter-turn valves NPS 6 and smaller.

D. Valves in Insulated Piping: With 2-inch stem extensions and the following features:
   1. Gate Valves: With rising stem.
   2. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.

E. Valve-End Connections:
   1. Grooved: With grooves according to AWWA C606.
   2. Solder Joint: With sockets according to ASME B16.18.
   3. Threaded: With threads according to ASME B1.20.1.

F. Valve Bypass and Drain Connections: MSS SP-45.

2.2 BRONZE BALL VALVES

A. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim:
   1. Description:
      a. Standard: MSS SP-110.
      b. SWP Rating: 150 psig.
      c. CWP Rating: 600 psig.
      d. Body Design: Two piece.
      e. Body Material: Bronze.
      f. Ends: Threaded.
      g. Seats: PTFE or TFE.
      h. Stem: Bronze.
      i. Ball: Chrome-plated brass.
      j. Port: Full.

2.3 BRONZE GATE VALVES

A. Class 125, NRS Bronze Gate Valves:
   1. Description:
      a. Standard: MSS SP-80, Type 1.
      b. CWP Rating: 200 psig.
      c. Body Material: ASTM B 62, bronze with integral seat and screw-in bonnet.
      d. Ends: Threaded or solder joint.
      e. Stem: Bronze.
      f. Disc: Solid wedge; bronze.
      g. Packing: Asbestos free.
      h. Handwheel: Malleable iron, bronze, or aluminum.

B. Class 125, RS Bronze Gate Valves:
   1. Description:
      a. Standard: MSS SP-80, Type 2.
      b. CWP Rating: 200 psig.
      c. Body Material: ASTM B 62, bronze with integral seat and screw-in bonnet.
      d. Ends: Threaded or solder joint.
      e. Stem: Bronze.
      f. Disc: Solid wedge; bronze.
      g. Packing: Asbestos free.
      h. Handwheel: Malleable iron, bronze, or aluminum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

B. Locate valves for easy access and provide separate support where necessary.

C. Install valves in horizontal piping with stem at or above center of pipe.

D. Install valves in position to allow full stem movement.

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valve applications are not indicated, use the following:
   1. Shutoff Service: Ball or gate valves.
   2. Throttling Service: Ball valve.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.

C. Select valves, except wafer types, with the following end connections:
   1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.

2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules below.
3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
4. For Grooved-End Copper Tubing: Valve ends may be grooved.

3.5 DOMESTIC, COLD-WATER VALVE SCHEDULE

A. Pipe NPS 4 and Smaller:
1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
2. Ball Valves: Two piece, full port, bronze with bronze trim.
3. Bronze Swing Check Valves: Class 125, bronze disc.
4. Bronze Gate Valves: Class 125, NRS.

END OF SECTION 220523

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 221116

DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Under-building-slab and aboveground domestic water pipes, tubes, and fittings inside buildings.
2. Encasement for piping.

1.3 ACTION SUBMITTALS

A. Product Data: For transition fittings and dielectric fittings.

1.4 INFORMATIONAL SUBMITTALS

A. System purging and disinfecting activities report.

B. Field quality-control reports.

1.5 FIELD CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify Architect and/or Engineer no fewer than three days in advance of proposed interruption of water service.
2. Do not interrupt water service without Architect's written permission.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

B. Potable-water piping and components shall comply with NSF 14 and NSF 61. Plastic piping components shall be marked with "NSF-pw."

2.2 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.

B. Soft Copper Tube: ASTM B 88, Type K water tube, annealed temper.

C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.

D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.

E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.

F. Copper Unions:

1. MSS SP-123.
2. Cast-copper-alloy, hexagonal-stock body.
3. Ball-and-socket, metal-to-metal seating surfaces.
4. Solder-joint or threaded ends.

G. Copper Pressure-Seal-Joint Fittings:

1. Fittings for NPS 2 and Smaller: Wrought-copper fitting with EPDM-rubber, O-ring seal in each end.
2. Fittings for NPS 2-1/2 to NPS 4: Cast-bronze or wrought-copper fitting with EPDM-rubber, O-ring seal in each end.

H. Copper-Tube, Extruded-Tee Connections:

1. Description: Tee formed in copper tube according to ASTM F 2014.

I. Appurtenances for Grooved-End Copper Tubing:

1. Bronze Fittings for Grooved-End, Copper Tubing: ASTM B 75 copper tube or ASTM B 584 bronze castings.
2. Mechanical Couplings for Grooved-End Copper Tubing:

a. Copper-tube dimensions and design similar to AWWA C606.
b. Ferrous housing sections.
c. EPDM-rubber gaskets suitable for hot and cold water.

d. Bolts and nuts.
e. Minimum Pressure Rating: 300 psig.

2.3 PVC PIPE AND FITTINGS

A. PVC Pipe: ASTM D 1785, Schedule 40.

B. PVC Socket Fittings: ASTM D 2466 for Schedule 40.

C. PVC Schedule 80 Threaded Fittings: ASTM D 2464.

2.4 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials:

1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
2. Full-face or ring type unless otherwise indicated.

B. Solder Filler Metals: ASTM B 32, lead-free alloys.

C. Flux: ASTM B 813, water flushable.

D. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

E. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. Plastic, Pipe-Flange Gaskets, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.5 ENCASEMENT FOR PIPING

A. Standard: ASTM A 674 or AWWA C105/A21.5.

B. Form: tube.

C. Color: Black or natural.

2.6 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

C. Sleeve-Type Transition Coupling: AWWA C219.

D. Plastic-to-Metal Transition Fittings:

1. Description:

a. PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions.
b. One end with threaded brass insert and one solvent-cement-socket or threaded end.

2.7 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:

1. Standard: ASSE 1079.
2. Pressure Rating: 150 psig.
3. End Connections: Solder-joint copper alloy and threaded ferrous.

C. Dielectric Flanges:

1. Standard: ASSE 1079.
2. Factory-fabricated, bolted, companion-flange assembly.
3. Pressure Rating: 150 psig.
4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric-Flange Insulating Kits:

1. Nonconducting materials for field assembly of companion flanges.
2. Pressure Rating: 150 psig.
3. Gasket: Neoprene or phenolic.
4. Bolt Sleeves: Phenolic or polyethylene.
5. Washers: Phenolic with steel backing washers.

E. Dielectric Nipples:

1. Standard: IAPMO PS 66.
2. Electroplated steel nipple complying with ASTM F 1545.
3. Pressure Rating and Temperature: 300 psig at 225 deg F.
4. End Connections: Male threaded or grooved.
5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Comply with requirements in Section 31 20 00 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."

C. Install underground copper tube in PE encasement according to ASTM A 674 or AWWA C105/A21.5.

D. Install shutoff valve and hose-end drain valve inside the building at each domestic water-service entrance.

E. Install shutoff valve immediately upstream of each dielectric fitting.

F. Install domestic water piping level without pitch and plumb.

G. Rough-in domestic water piping for water-meter installation according to utility company's requirements.

H. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.

I. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

J. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.

K. Install piping to permit valve servicing.

L. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.

M. Install piping free of sags and bends.

N. Install fittings for changes in direction and branch connections.

O. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.

P. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."

Q. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."

R. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 22 05 18 "Escutcheons for Plumbing Piping."

3.3 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Brazed Joints" chapter.

E. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."

F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools recommended by fitting manufacturer.

G. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

H. Joint Construction for Grooved-End Copper Tubing: Make joints according to AWWA C606. Roll groove ends of tubes. Lubricate and install gasket over ends of tubes or tube and fitting. Install coupling housing sections over gasket with keys seated in tubing grooves. Install and tighten housing bolts.

I. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.

J. Joint Construction for Solvent-Cemented Plastic Piping: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements. Apply primer.
2. PVC Piping: Join according to ASTM D 2855.

K. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.4 TRANSITION FITTING INSTALLATION

A. Install transition couplings at joints of dissimilar piping.

B. Transition Fittings in Underground Domestic Water Piping:

1. Fittings for NPS 1-1/2 and Smaller: Fitting-type coupling.
2. Fittings for NPS 2 and Larger: Sleeve-type coupling.

C. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plastic-to-metal transition fittings.

3.5 DIELECTRIC FITTING INSTALLATION

A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric couplings or nipples.

C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flange kits.

D. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

3.6 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements for pipe hanger, support products, and installation in Section 22 05 29 "Hangers and Supports for Plumbing Piping and Equipment."

1. Vertical Piping: MSS Type 8 or 42, clamps.
2. Individual, Straight, Horizontal Piping Runs:

a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Support vertical piping and tubing at base and at each floor.

C. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.

D. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
4. NPS 2-1/2: 108 inches with 1/2-inch rod.
5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.
6. NPS 6: 10 feet with 5/8-inch rod.

E. Install supports for vertical copper tubing every 10 feet.

F. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

3.7 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.

C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:

1. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
2. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.8 IDENTIFICATION

A. Identify system components. Comply with requirements for identification materials and installation in Section 22 05 53 "Identification for Plumbing Piping and Equipment."

B. Label pressure piping with system operating pressure.

3.9 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Piping Inspections:

a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:

1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.

c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

2. Piping Tests:

a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
f. Prepare reports for tests and for corrective action required.

B. Domestic water piping will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.10 ADJUSTING

A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
5. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.11 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:

    a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    b. Fill and isolate system according to either of the following:

        1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
        2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.

    c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
    d. Repeat procedures if biological examination shows contamination.
    e. Submit water samples in sterile bottles to authorities having jurisdiction.

B. Clean non-potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
2. Use purging procedures prescribed by authorities having jurisdiction or; if methods are not prescribed, follow procedures described below:

    a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    b. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

C. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.

D. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

3.12 PIPING SCHEDULE

A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.

B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.

C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.

D. Under-building-slab, domestic water, building-service piping, NPS 3, shall be one of the following:

1. Soft copper tube, ASTM B 88, Type Kwrought-copper, solder-joint fittings; and brazed joints.
2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.

E. Under-building-slab, domestic water, building-service piping, NPS 4 and larger, shall be one of the following:

1. Soft copper tube, ASTM B 88, Type K; wrought-copper, solder-joint fittings; and brazed joints.
2. PVC, Schedule 40; socket fittings; and solvent-cemented joints.

F. Aboveground domestic water piping, NPS 4 and smaller, shall be the following:

1. Hard copper tube, ASTM B 88, Type L; cast- or wrought-copper, solder-joint fittings; and brazed joints.

G. Aboveground domestic water piping, NPS 5 and larger, shall be the following:

1. Hard copper tube, ASTM B 88, Type L; grooved-joint, copper-tube appurtenances; and grooved joints.

3.13 VALVE SCHEDULE

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Shutoff Duty: Use ball or gate valves for piping NPS 2 and smaller. Use ball or gate valves with flanged ends for piping NPS 2-1/2 and larger.
2. Throttling Duty: Use ball valves for all piping.
3. Hot-Water Circulation Piping, Balancing Duty: Calibrated balancing valves.

4. Drain Duty: Hose-end drain valves.

B. Use check valves to maintain correct direction of domestic water flow to and from equipment.

C. Iron grooved-end valves may be used with grooved-end piping.

END OF SECTION 221116

SECTION 221119

DOMESTIC WATER PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Vacuum breakers.
2. Backflow preventers.
3. Hose bibbs.
4. Wall hydrants.

B. Related Requirements:

1. Section 22 11 16 "Domestic Water Piping" for water meters.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For domestic water piping specialties.

1. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

A. Potable-water piping and components shall comply with NSF 61.

2.2 PERFORMANCE REQUIREMENTS

A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

2.3 VACUUM BREAKERS

A. Hose-Connection Vacuum Breakers:

1. Standard: ASSE 1011.
2. Body: Bronze, nonremovable, with manual drain.
3. Outlet Connection: Garden-hose threaded complying with ASME B1.20.7.
4. Finish: Rough bronze.

2.4 BACKFLOW PREVENTERS

A. Hose-Connection Backflow Preventers:

1. Standard: ASSE 1052.
2. Operation: Up to 10-foot head of water back pressure.
3. Inlet Size: NPS 1/2 or NPS 3/4.
4. Outlet Size: Garden-hose thread complying with ASME B1.20.7.
5. Capacity: At least 3-gpm flow.

2.5 HOSE BIBBS

A. Hose Bibbs:

1. Standard: ASME A112.18.1 for sediment faucets.
2. Body Material: Bronze.
3. Seat: Bronze, replaceable.
4. Supply Connections: NPS 1/2 or NPS 3/4 threaded or solder-joint inlet.
5. Outlet Connection: Garden-hose thread complying with ASME B1.20.7.
6. Pressure Rating: 125 psig.
7. Vacuum Breaker: Integral or field-installation, nonremovable, drainable, hose-connection vacuum breaker complying with ASSE 1011.
8. Finish for Equipment Rooms: Rough bronze, or chrome or nickel plated.
9. Finish for Service Areas: Rough bronze.
10. Finish for Finished Rooms: Chrome or nickel plated.

11. Operation for Equipment Rooms: Wheel handle or operating key.
12. Operation for Service Areas: Operating key.
13. Operation for Finished Rooms: Operating key.
14. Include operating key with each operating-key hose bibb.
15. Include wall flange with each chrome- or nickel-plated hose bibb.

2.6 WALL HYDRANTS

A. Nonfreeze Wall Hydrant.

1. Standard: ASME A112.21.3M for concealed-outlet, self-draining wall hydrants.
2. Pressure Rating: 125 psig.
3. Operation: Loose key.
4. Casing and Operating Rod: Of length required to match wall thickness. Include wall clamp.
5. Inlet: NPS 3/4 or NPS 1.
6. Outlet: Concealed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
7. Box: Deep, flush mounted with cover.
8. Box and Cover Finish: Polished nickel bronze.
9. Outlet: Exposed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
10. Nozzle and Wall-Plate Finish: Rough bronze.
11. Operating Keys(s): One with each wall hydrant.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install backflow preventers in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
1. Do not install bypass piping around backflow preventers.

3.2 CONNECTIONS

A. Comply with requirements for ground equipment in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

B. Fire-retardant-treated-wood blocking is specified in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" for electrical connections.

3.3 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Test each backflow-prevention assembly according to authorities having jurisdiction and the device's reference standard.

B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 221119

SECTION 233417

HIGH VOLUME LOW SPEED FAN

PART 1 GENERAL

1.1 SUMMARY

A. Provide all labor, equipment, and materials to furnish and install High Volume, Low Speed fans.

1.2 SUBMITTALS

A. Submit under provisions of Section 013000.

B. Product Data: Manufacturer's data sheets on each product to be used shall include:
   1. Preparation instructions and recommendations
   2. Storage and handling requirements and recommendations.
   3. Power and mounting requirements.
   4. Application Drawings: Submit plan, section, elevation and isometric views as necessary to convey the information required to detail all installation conditions for each unit specified.

1.3 REFERENCES

A. Underwriters Laboratories (UL 507).

1.4 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimal results.

1.5 WARRANTY

A. Manufactuere shall repair or replace warranted defective parts as follows:

   1. Lifetime warranty on airfoils and mounting

   2. 50,000-hour warranty on all other components, which include but are not limited to:

      a. Motor
      b. Integrated Drive

c. Controller/Remote

B. At project closeout, provide to Owner or Owner's Representative an executed copy of Manufactuer's standard limited warranty against manufacturing defect, outlining its terms, conditions and exclusions from coverage.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Basis of Design: MacroAir Technologies, Inc.
B. Substitutions: Big Ass Fans.

2.2 COMMERCIAL / INDUSTRIAL HVLS FANS

A. Performance

The fan shall be listed to applicable UL Standards and requirements by UL.

Model #	Diameter	Horsepower	Hanging Weight	RPM	Power Usage	Forward Displacement**	Reverse Displacement**	Industry Spacing***	Max Affected Area****	Max dBA*****
MA08XL5506	8 ft / 2.44 m	1.05 HP / 0.783 kW	120 lbs / 54.4 Kg	220	0.73 kW	53,000 CFM [1,490 CMM]	29,000 CFM [820 CMM]	60 ft [18.3 m]	4,000 ft^2 [372 m^2]	TBA*
MA10XL5506	10 ft / 3.05 m	1.05 HP / 0.783 kW	128 lbs / 58.2 Kg	170	0.85 kW	84,000 CFM [2,380 CMM]	49,000 CFM [1,400 CMM]	65 ft [19.8 m]	6,600 ft^2 [613 m^2]	TBA*
MA12XL5506	12 ft / 3.66 m	1.05 HP / 0.783 kW	140 lbs / 63.5 Kg	137	0.92 kW	106,000 CFM [3,010 CMM]	76,000 CFM [2,140 CMM]	70 ft [21.3 m]	8,800 ft^2 [818 m^2]	TBA*
MA14XL5506	14 ft / 4.27 m	1.05 HP / 0.783 kW	147 lbs / 66.5 Kg	110	0.89 kW	132,000 CFM [3,730 CFM]	86,000 CFM [2,440 CMM]	80 ft [24.4 m]	11,000 ft^2 [1,022 m^2]	TBA*
MA16X	16 ft /	1.05 HP /	151 lbs /	90	1.07	158,000 CFM	114,000 CFM	90 ft	13,000 ft^2	TBA

L5506	4.88 m	0.783 kW	68.5 Kg		kW	[4,490 CMM]	[3,240 CMM]	[27.4 m]	[1,208 m^2]	*
MA18X L5506	18 ft / 5.49 m	1.05 HP / 0.783 kW	160 lbs / 72.6 Kg	74	0.9 kW	181,000 CFM [5,130 CMM]	127,000 CFM [3,580 CMM]	95 ft [29 m]	15,000 ft^2 [1,394 m^2]	TBA *

*Data will be added when additional testing and/or information is ready

**Calculation based on AMCA 230-99 equation

***Delivers 2.8-4.2 ft/s [0.86-1.27 m/s] of average air speed in the occupied space. This relates to perceived cooling or set point change or 4.9-6.1 F [2.7-4.3 C]. Consult our online AirViz tool for more details

****Delivers 2.7-3.8 ft/s [0.82-1.16 m/s] of average air speed in the occupied space. This relates to a perceived cooling or set point change of 4.8-5.8 F [2.6-3.2 C]. Consult our online AirViz tool for more details.

*****Sound testing taken with the sensor 5 ft above the ground and 20 ft from the center of the fan with the fan running full speed and mounted at 20 ft high.

******Add 70 lbs / 31.8 Kg for a guard

B. Airfoils

The fan shall be equipped with six (6) NASA developed XL airfoils. The airfoils shall consist of anodized 6061 T4 precision extruded aluminum and be of the MacroAir XL design, with fan diameters ranging from 8 to 18 feet in two (2) foot increment. The airfoils shall be connected to six (6) individual aluminum 6005 T6 struts by means of two (2) 5/16-24 x 2-inch grade 5 hex bolts, two (2) 5/16-inch flat washers and two (2) 5/16-inch nylon lock nuts per airfoil.

1. Number of Airfoils: 6
2. Airfoil Material: 6061 T4 Extruded Aluminum.
3. Airfoil Finish: Anodized.
4. Option Airfoil Finish: Custom powder coated colors per Drylac RAL color chart.

C. Motor

The fan shall be equipped with a Transverse Flux brushless DC motor designed for low speed high torque applications. The motor shall be driven sensorlessly to eliminate the possibility of sensor or encoder failure.

1. Motor Type: Sensor-less Transverse Flux brushless DC Motor
2. Continuous Torque: 52 lbf (70 Nm).
3. Pole Count: 96.
4. IP Rating: 66.
5. Insulation Class: K (200 C).
6. Motor Finish and Color: Black Electrophoretic Paint.
7. Motor Housing: AISI 383 (ADC12).
8. Studs: AISI 4137 Grade 9 (JIS SCM435).

D. Integrated Drive

1. Electrical Requirements (Low Voltage)
    a. 104-277 VAC single (1) phase 50/60 Hz. 181-255 VAC three (3) phase 50/60 Hz.
2. Electrical Requirements (High Voltage)
    a. 241-294 VAC one (1) phase 50/60 Hz. 342-636 VAC three (3) phase 50/60Hz.
3. Environment
    a. Operation: -10°C to 60°C.
    b. Humidity: 0-95% non-condensing.
    c. Cooling: Centrifugal cooling through blades.
4. Operating Frequency: 20-50 KHz.
5. Firmware Updates: Via RJ45 (Remote) connector.
6. Lockable disconnect switch.
7. Dynamic acceleration and deceleration.
8. Modbus 485 (19.2 8-N-1).
9. Network touch-screen option available with:

a. Live energy consumption monitor.
b. Live fault code monitor.
c. Live fan speed monitor.
d. Impact and solvent resistant.
e. IP65 rated.

E. Mounting

The fan mounting system shall be equipped with hardware, no less than SAE grade 5 for safe installation. The fan shall be equipped with a stress reliving swivel (SRS) mount. The fan mount shall encompass multiple mounting options for I-beam, Purlin and Glulam applications (specified upon order).

1. Standard Mount: SRS I-beam clamp with 3.5' drop.

2. Optional Mounting Hardware: Glulam Mounting Brackets.

3. Mounting Drops: Extensions available in two (2) to ten (10) foot lengths in (1) foot increments (custom sizes available).

4. Mounting and Extension Material: Steel, Aluminum.

5. Mount Finish: Black Anodized.

F. Hub/Motor Housing

The fan shall be equipped with an aluminum motor housing with pressed in steel studs to securely accept six (6) removable, black anodized, 6005 T6 aluminum beam struts. The struts shall be designed with airfoil guides to ensure precision alignment and enable airfoils to be inverted for full CFM output in either reverse or forward operation.

1. Material: T6 Cast Aluminum.

2. Airfoil Strut Material: 6005 T6 Aluminum.

3. Airfoil Strut Finish: Black Anodized.

4. Hardware: Twelve (12) 5/16-24 x 1-3/4 inch Grade-8 pressed in studs.

5. Hardware: Twelve (12) 5/16-inch flat washers (SAE).

6. Hardware: Twelve (12) 5/16-inch nylon lock nuts.

G. Safety System

The fan shall include one-piece airfoil retainer links to prevent airfoil separation from the motor housing and a 3/16" safety cable attached to the lowest point of the fan. Included in the safety system shall be fuses and a disconnect to prevent fire or misuse. Each fan shall be E-stop compatible for fire and building automated systems (BAS).

1. Safety Cable Material: 3/16" x 7 x 19 Braided Steel.
2. Safety Cable Finish: Galvanized.
3. Airfoil Retainer Link Material: 10 Gauge A36 Steel.
4. Airfoil Retainer Link Finish: Black Zinc.

PART 3 EXECUTION

1.1 PREPARATION

A. Check accuracy of dimensions indicated for openings to receive fans.

B. Check location and availability of utility services to ensure proper voltage and installation preparation.

C. Coordinate location and installation of the HVLS Fans.

D. Ensure building structural members are sufficient to support the weight and operation of the fan. Consult professional engineer or registered architect as required.

1.2 INSTALLATION

A. Install units per manufacturer's written instructions.

B. Fan airfoil height to be a minimum of 10 feet from the floor in accordance with OSHA guidelines.

C. All safety and support features must be installed. These include any guy wires and safety cables as well as airfoil retainer locking features.

D. Adjust unit as required for proper operation in accordance with manufacturer's installation instructions.

E. Securely anchor units.

F. Ensure that operating parts turn freely prior to initial startup.

G. Repair or replace damaged parts, dents, buckles, abrasions or other damage affecting appearance or serviceability, as acceptable to Architect.

1.3 PROTECTION

A. Protect finished Work until date of Substantial Completion.

B. Touch-up, repair or replace damaged products before Substantial Completion.

1.4 CLEANING

A. Clean Work specification.

B. Clean and inspect fans per manufacturer's instructions.

C. Remove temporary protective cover at date of Substantial Completion.

END OF SECTION

SECTION 260000

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. All conditions imposed by these documents shall be applicable to all portions of the work under this Division. Certain specific paragraphs of said references may be referred to hereinafter in this Division. These references are intended to point out specific items to the Contractor, but in no way relieve him of the responsibility of reading and complying with all relevant parts of the entire Specification.

B. The Contractor shall examine and coordinate with all Contract Drawings and Specifications, and all Addenda issued. Failure to comply shall not relieve him of responsibility. The omission of details of other portions of the work from this Division shall not be used as a basis for a request for additional compensation.

C. The specific features and details for other portions of the work related to the construction in progress or to the existing building(s) shall be determined by examination at the site.

1.2 SUMMARY

A. The requirements contained in this Section apply to all work performed under Division 26 of these Specifications.

B. The work covered by this Division of the Specifications comprises the furnishing of labor, material, equipment, transportation, tools and services, and performing operations required for, and reasonably incidental to, the installation of the work in accordance with the applicable Contract Documents, and subject to the terms and conditions of the Contract.

C. Refer to other Divisions of the Specifications for related work.

1.3 DEFINITION OF "CONTRACTOR"

A. Where the word "Contractor" is used under any Section of this Division of the Specifications, it shall mean the Contractor engaged to execute the work included under that Section.

1.4 SUBMITTALS

A. Process shop drawings and submittal data to insure that the proposed materials, equipment and devices conform to the requirements of the Contract Documents, and that there are no omissions

or duplications. Provide layouts, fabrication information and data for systems, materials, equipment and devices proposed for the project.

B. Shop drawings shall be drawn on a scale not less than 1/4 inch equals 1 foot showing actual dimensions. Shop drawings shall include, but not be limited to:
   1. Circuit breakers and fuses.
   2. Materials: Conduit, conductors, connectors, supports, etc.
   3. Lighting fixtures, lamps and control systems/devices.
   4. Wiring devices.
   5. Electronic security system.

C. Product Data: For electricity-metering equipment.

D. Shop Drawings: Dimensioned plans and sections or elevation layouts of electricity-metering equipment.

E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

A. Materials, equipment and devices shall be new and of the quality specified, and shall be free from defects at the time of installation. Materials, equipment and devices damaged in shipment or otherwise damaged or found defective prior to acceptance by the Owner shall not be repaired at the job site, but shall be replaced with new materials, equipment or devices identical with those damaged, unless specifically approved otherwise by the Owner's Representative.

B. Wherever a UL standard has been established for a particular type of material, equipment or device, each item of such material, equipment or device provided on this project shall meet the requirements of the UL standard in every way, and shall be UL listed and labeled.

1.6 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.

   1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate electrical service connections to components furnished by utility companies.

   1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.

2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.

D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section "Access Doors."

E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

1.7 RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for all work of every description in connection with this Division of the Specifications. The Contractor shall specifically and distinctly assume, and does so assume, all risk for damage or injury from whatever cause to property or person used or employed on or in connection with this work and of all damages or injury to any person or property wherever located, resulting from an action or operation under the Contract in connection with the work, and undertake the responsibility to defend the Owner against all claims on account of any such damage or injury.

B. The Contractor will be held responsible for the satisfactory execution and completion of the work in accordance with the true intent of the Contract Documents. The Contractor shall provide without extra charge all incidental items required as part of the work, even though it may not be specifically indicated. If the Contractor has reason for objecting to the use of any material, equipment, device or method of construction as indicated, he shall make report of such objections to the Owner's Representative, obtain proper approval and adjustment to the Contract, and shall proceed with the work.

1.8 TERMINOLOGY

A. Whenever the words "furnish," "provide," "furnish and install," "provide and install," and similar phrases occur, it is the intent that the materials, equipment and devices described be furnished, installed and connected under this Division, complete for operation, unless specifically noted to the contrary.

B. It is also the intent, unless specifically noted to the contrary, that all materials, equipment and devices described and specified under this Division of the Specifications be similarly furnished, installed and connected under this Division, whether or not a phrase as described in the preceding paragraph has been actually included.

1.9 ORDINANCES, PERMITS AND CODES

A. It shall be the Contractor's duty to perform the work and provide the materials covered by these Specifications in conformance with all ordinances and regulations of all authorities having jurisdiction.

B. All work herein shall conform to all applicable laws, ordinances and regulations of the local utility companies.

C. The Contractor shall obtain and pay for all permit and connection fees as required for the complete installation of the specified systems, equipment, devices and materials.

D. The Contractor shall obtain permits, plan checks, inspections and approvals applicable to the work as required by the regulatory authorities. Fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor. The pro-rata costs, if any, for utilities serving this property will be paid for by the Owner and shall not be included as part of this Contract.

E. The work shall be in accordance with, but shall not be limited to, the requirements of:

1. National Fire Protection Association.
2. National Electrical Code.
3. National Safety Code.
4. State of International Building Codes.
5. City of Edinburg Building Codes.

F. Codes and standards referred to are minimum standards. Where the requirements of the Drawings or Specifications exceed those of the codes and regulations, the Drawings and Specifications govern.

1.10 MATERIALS, EQUIPMENT AND DEVICE DESCRIPTION

A. Materials, equipment and devices shall be of the best quality customarily applied in quality commercial practice, and shall be the products of reputable manufacturers. Each major component shall bear a nameplate giving the name and address of the manufacturer, and the catalog number or designation of the component.

B. Materials, equipment and devices furnished under this Division of the Specifications shall be essentially the standard product of the specified manufacturer, or where allowed, an alternate manufacturer. Where two or more units of the same kind or class of a specific item are required, these shall be the products of a single manufacturer; however, the component parts of the item need not be the products of one manufacturer.

C. In describing the various materials, equipment and devices, in general each item will be described singularly, even though there may be a multiplicity of identical items. Also, where the description is only general in nature, exact sizes, duties, space arrangements, horsepower requirements and other data shall be determined by reference to the Contract Documents.

D. Space allocations for materials, equipment and devices have been made on the basis of present and know future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. The Contractor shall verify that all materials, equipment and devices proposed for use on this project are within the constraints of the allocated space.

1.11 REFERENCE STANDARDS

A. Materials, equipment, devices, and workmanship shall comply with applicable local, county, state and national codes, laws and ordinances, utility company regulations and industry standards.

B. In case of differences between building codes, state laws, local ordinances, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Owner's Representative in writing of any such difference. Should the Contractor perform any work that does not comply with local codes, law and ordinances, industry standards or other governing regulations, the work shall be corrected of noncompliance deficiencies with the Contractor bearing all costs.

C. In addition to the aforementioned ordinances, industry standards published by the following organizations shall apply.

1. AABM - American Association of Battery Manufacturers.
2. AIA - American Institute of Engineers.
3. ANSI - American National Standards Institute.
4. ASTM - American Society for Testing and Materials.
5. CBM - Certified Ballast Manufacturers Association.
6. ETL - Electrical Testing Laboratories.
7. FM - Factory Mutual.
8. ICEA - Insulated Cable Engineers Associated.
9. IEEE - Institute of Electrical and Electronic Engineers.
10. IES - Illuminating Engineering Society.
11. IRI - Industrial Risk Insurance.
12. NBS - National Bureau of Standards.
13. NEC - National Electrical Code.
14. NECA - National Electrical Contractors Association.
15. NEMA - National Electrical Manufacturers Association.
16. NESC - National Electrical Safety Code.
17. NETA - National Electrical Testing Association.
18. NFPA - National Fire Protection Association.
19. UL - Underwriters Laboratories.

D. Where the Contract Documents exceed the above requirements, the Contract Documents shall govern. In no case shall work be installed contrary to or below the minimum legal standards.

1.12 DRAWINGS AND SPECIFICATIONS

A. The interrelation of the Drawings (including the schedules) and the Specifications are as follows:

1. The Drawings establish quantities, locations, dimensions and details of materials, equipment and devices. The schedules on the Drawings indicate the capacities, characteristics and components.
2. The Specifications provide written requirements for the quality, standard and nature of the materials, equipment, devices and construction systems.

B. The Drawings and Specifications shall be considered as being compatible; therefore, the work called for by one and not by the other shall be furnished and installed as though called for by both. Resolution of conflicts between Drawings and Specifications shall be as follows:

1. If the Drawings and Specifications disagree in themselves, or with each other, the Contractor's pricing shall be based on furnishing and installing the most expensive combination of quality and quantity of work indicated. In the event of this type of disagreement, the resolution shall be determined by the Engineer/Engineer.
2. The Contractor shall be responsible for bringing any conflicts in the Drawings and the Specifications to the attention of the Engineer/Engineer prior to any work being performed.
3. In general, if there is conflict between the Drawings and Specifications, the Drawings shall govern the Specifications.
4. Where the Specifications do not fully agree with schedules on the Drawings, the schedules shall govern. Actual numerical dimensions indicated on the Drawings govern scale measurements and large-scale details govern small-scale drawings.
5. Materials, equipment and devices called for on the Drawings and not indicated herein, shall be completely provided and installed as though it were fully described herein.
6. Materials, equipment and devices called for herein shall be completely provided and installed, whether or not it is fully detailed, scheduled or indicated on the Drawings.

C. The Contractor shall examine the Drawings and Specifications of the other portions of the work for fixtures and finishes in connection with this work. The Contractor shall carefully examine the Drawings to determine the general construction conditions, and shall familiarize himself with all limitations caused by such conditions.

D. When discrepancies exist between scale and dimension, or between the Drawings of the various portions of the work, they shall be called to the attention of the Engineer/Engineer for further instruction, whose instructions shall be final and binding and work promptly resumed without any additional cost to the Owner.

E. Review the construction details of the building(s) as illustrated on the Drawings of the various portions of the work and be guided thereby. Route conduits and set all boxes as required by the pace of the general construction.

F. The Drawings diagrammatically show the sizes and locations of the various equipment and devices, and the sizes of the major interconnecting wires, without showing exact details as to elevations, offsets, control wiring and other installation requirements. Carefully layout the work at the site to conform to the Engineerural and structural conditions, to avoid obstructions and to permit proper grading of pipe associated with other portions of the work. Determine the exact location of equipment and devices and connections thereto by reference to the submittals and rough-in drawings, and by measurements at the site. Make minor relocations necessitated by the conditions at the site, or directed by the Engineer/Engineer, without additional cost to the Owner.

G. The Drawings and Specifications are intended to describe and illustrate systems which will not interfere with the structure of the building(s), fit into the available spaces, and insure complete and satisfactory operating installations. Prepare installation drawings for all critical areas illustrating the installation of the work in this Division as related to the work of all other

Divisions and correct all interferences with the other portions of the work or with the building structures before the work proceeds.

H. The Drawings do not indicate the existing electrical installations other than to identify modifications or extensions thereto. Visit the site and ascertain the conditions to be met and the work to be accomplished in removing and modifying the existing work, and in installing the new work. Failure to comply with this shall not constitute grounds for any additional payment in connection with removing or modifying any part of the existing installation or installing any new or temporary work under this Division.

1.13 SUBSTITUTIONS

A. Where a single manufacturer is mentioned by trade name or manufacturer's name, unless specifically noted otherwise, it is the only manufacturer that will be accepted.

B. Where multiple manufacturers are listed, none other than those manufacturers will be accepted.

C. It shall be understood that space allocations have been made on the basis of present and known future requirements and the dimensions of items of equipment or devices of a particular manufacturer whether indicated or not. If any item of equipment or device is offered in substitution which differs substantially in dimension or configuration from that indicate don the Drawings or Specifications, provide as part of the submittal 1/4 equals 1 foot scaled drawing showing that the substitute can be installed in the space available without interfering with other portions of the work or with access for operations and maintenance in the completed project.

D. Where substitute equipment or devices requiring different arrangement or connections from that indicated is accepted by the Engineer/Engineer, install the equipment or devices to operate properly and in harmony with the intent of the Contract Documents, making all incidental changes in piping, ductwork or wiring resulting from the equipment or device selection without any additional cost to the Owner. The Contractor shall pay all additional costs incurred by other portions of the work in connection with the substituted equipment or device.

E. The Engineer/Engineer reserves the right to call for samples of any item of material, equipment or device offered in substitution, together with a sample of the specific item when, in their opinion, the quality of the item and/or the appearance is involved, and it is deemed that an evaluation of the item may be better made by visual inspection.

F. When any request for a substitution of material, equipment or device is submitted and rejected, the item named in the Contract Documents shall be furnished. Repetitive submittal of substitutions for the same item will not be considered.

1.14 INSTALLATION DRAWINGS

A. Prepare installation drawings for coordinating the work of this Division with the work of other Divisions, to illustrate its concealment in finished spaces, to avoid obstructions, and to demonstrate the adaptability of any item of material, equipment or device in the space upon which the Contract Documents are based.

B. Use these drawings in the field for the actual installation of this work. Provide three (3) copies, not for approval, to the Engineer/Engineer for his information, review and record.

1.15 WORKMANSHIP AND INSTALLATION

A. In no case shall the Contractor provide a class of material, equipment, device or workmanship less than that required by the Contract Documents or applicable codes, regulations, ordinances or standards. All modifications which may be required by a local authority having legal jurisdiction over all or any part of the work shall be made by the Contractor without any additional charge. In all cases where such authority requires deviations from the requirements of the Drawings or Specifications, the Contractor shall report it to the Owner's Representative and shall secure his approval before the work is started.

B. The work shall be performed by properly licensed technicians skilled in their respective trades. All materials, equipment and devices shall be installed in accordance with the recommendations of the manufacturer and in the best standard practice to bring about results of a first class condition.

C. The NECA "Standards of Installation" as published by the National Electrical Contractors Association shall be considered a part of these Specifications, except as specifically modified by other provisions contained in these Specifications.

1.16 WARRANTY

A. All materials, equipment, devices and workmanship shall be warranted for a period of one year from the date of acceptance by the Engineer/Engineer for beneficial use by the Owner, except that where specific equipment is noted to have extended warranties. The warranty shall be in accordance with AIA Document A201. The Contractor shall be responsible for the registration of these warranties so that the Owner can make all proper claims should future need develop.

B. The Contractor shall furnish to the Engineer/Engineer for transmittal to the Owner, the name, address and telephone number of those persons responsible for service on systems and equipment covered by the warranty.

1.17 OPERATION PRIOR TO ACCEPTANCE

A. When any equipment is operable, and it is to the advantage of the Contractor to operate the equipment, the Contractor may do so provided that he properly supervises the operation, and retains full responsibility for the equipment operated. Regardless of whether or not the equipment has or has not been operated, the Contractor shall clean the equipment properly, make required adjustments and complete punch list items before final acceptance by the Owner.

1.18 INSTRUCTION OF OWNER'S PERSONNEL

A. Provide the services of competent engineers and/or technicians acceptable to the Engineer/Engineer to instruct other representatives of the Owner in the complete and detailed

operation of each item of equipment or device of all the various electrical systems. These instructions shall be provided for whatever periods may be necessary to accomplish the desired results. Upon completion of these instructions, the Contractor shall obtain a letter of release, acknowledged by the Owner or his authorized representative, stating the dates on which the various kinds of instruction were given, and the personnel to whom the instructions were given.

B. The Contractor shall be fully responsible for proper maintenance of equipment and systems until the instructions have been given to the Owner's personnel and the letter of release acknowledged.

C. In providing the instructions to the Owner's personnel, the written operating and maintenance manuals shall be followed in all instances, and the Owner's personnel shall be familiarized with such manuals. Operating and maintenance manuals used for instructions shall include wiring diagrams, manufacturer's operating and maintenance instructions, parts lists (with sources identified), and other data as appropriate for each system.

1.19 SCHEDULE AND SEQUENCE OF WORK

A. The Contractor shall meet and cooperate with the Owner and Engineer/Engineer to schedule and sequence this work so as to insure meeting scheduled completion dates and avoid delaying other portions of the work. Work requiring special sequencing shall be at no additional cost to the Owner and shall have no impact on the schedule.

1.20 INSPECTIONS AND CERTIFICATIONS

A. Obtain timely inspections of the installation by the regulatory authorities. Remedy any deficiencies to the satisfaction of the inspecting official.

B. Upon final completion of the work, obtain certificates of acceptance from the regulatory authorities. Deliver the certificates to the Engineer/Engineer for transmission to the Owner.

1.21 EQUIPMENT INSTALLATION

A. Install equipment and devices in a manner to permit access to all surfaces or components, requiring such access, without the need to disassemble other unrelated parts of the work.

B. Equipment specified to be factory assembled and tested prior to shipment shall not be dissembled at the job site and reassembled at its final location. Apparatus not so specified may be disassembled and reassembled in the proper location.

C. Furnish all scaffolding, rigging and hoisting required for the installation of all the work.

D. Large equipment assemblies and components which will be installed in the building, and which are too large to permit access through doorways, stairways or shafts, shall be brought to the site and placed in the appropriate spaces before the enclosing structure is complete.

1.22 EQUIPMENT FOUNDATIONS

A. Where indicated on the Drawings, provide foundations for electrical equipment. This shall consist of concrete housekeeping pads constructed in accordance with the details on the Drawings, these Specifications, manufacturer's recommendations and Division 3.

B. All pads shall be 4" high and extend a maximum 2" beyond that actual equipment size. Coordinate the proper size of the pad with the equipment furnished. Furnish all anchor bolts and other accessories required for casting the concrete pad. After the equipment is set on the pad, the equipment shall be fully grouted to the pad and all void spaces shall be filled with a non-shrinking grout.

1.23 SLEEVES

A. Each conduit, regardless of material, which passes through a concrete slab, masonry wall, or roof or portion of the building structure shall be free from the structure and shall pass through a sleeve.

B. All sleeves shall be constructed from electrical-metallic tubing or equivalent weight galvanized steel tubing and shall be flush on both sides of the surface penetrated, unless noted otherwise. All sleeves penetrating the roof areas shall extend a minimum 10 inches above the roof with approved weatherproof counterflashing attached to the conduit above the roof. The sleeves shall be sized to allow free passage of the conduit to be inserted.

C. Sleeves passing through walls or floors on or below grade or in moist areas shall be constructed of galvanized rigid steel and shall be designed with a suitable flange in the center to form a waterproof passage. After the conduit has been installed in the sleeves, the void space around the conduit shall be caulked with jute twine and filled with an asphalt-base compound to insure a waterproof penetration.

1.24 ESCUTCHEONS

A. In each finished space, provided a chromium plated, sectional escutcheon on each conduit, or hanger rod penetrating a wall, floor or ceiling.

B. Size escutcheons and collars to fit snugly around conduit and rods.

C. Where required, provide escutcheons with set screws so that they fit snugly against the finished surface.

1.25 ACCESS PANELS

A. Provide wall and ceiling access panels for unrestricted access to all concealed electrical equipment items and devices installed behind furrings, chases or non-removable suspended ceilings.

B. Access panels shall be UL listed and labeled as required to suit the fire rating of the surface in which installed, with mounting straps, concealed hinges, screwdriver locks, 180 degree open door design, 16 gauge steel construction and door and frame finished in prime coat finish.

Panels shall be 12-inch by 12-inch minimum size, but shall be larger as the access requirement of the concealed electrical equipment item or device increases.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

A. Acceptable Manufacturers:

1. Unistrut Corp.
2. B-Line Systems, Inc.
3. Midland Ross-Kindorf.

B. Materials:

1. Suspension hangers for individual runs shall be zinc plated formed steel type.
2. Malleable iron one hold pipe straps shall be used for vertical runs.
3. Beam clamps shall be used for bar joists and beams.
4. Anti-vibration hangers shall be combination type having a double deflection neoprene element in series with a steel coil spring; double deflection of 0.30"; steel coil spring shall be selected from a 1" static deflection series with a minimum additional travel to solid of 1/2"; spring diameters shall be large enough to permit 15 degree angular misalignment of the rod connecting the hanger to the ceiling support without rubbing the hanger box.
5. Light fixture hangers: Refer to Section 16511.
6. Corrosive Areas: PVC; at factory apply a minimum of 10-mil-thick PVC coating, bonded to metal, inside and outside.

C. Approved hangers and stiff leg supports shall be installed in quantity and size as required to carry the weight of raceway and contents and shall be arranged to prevent vibration transmission to the buildings and allow for raceway movement.

D. Hangers shall be supported by means of uncoated solid steel rods which are threaded to allow vertical adjustments. Lock nuts shall be provided in sufficient number and location to lock all rod adjustments permanently at the adjusted height. Two lock nuts shall be used unless the nut tightens against a threaded socket. Minimum rod diameters shall be as follows:

Nominal Conduit Size	Rod Diameter
1/2" through 2"	1/4"
2-1/2" through 3"	3/8"
4" and 5"	1/2"

E. Hanger spacing shall be as required for proper and adequate support raceway, but in no case shall be less than one hanger per 8'-0" of raceway length, except that conduit less than 1" diameter shall be supported at least every 6'-0".

F. Where numerous conduits are run parallel to one another, they may be supported from a trapeze type hanger arrangement with strut bottom.

G. Anti-vibration type hangers shall be provided for equipment as required to minimize vibration and/or as directed by the Engineer/Engineer.

H. Support of hangers shall be by means of sufficient quantities of individual after set steel expansion shields, or beam clamps attached to structural steel.

I. Stiff-legs shall be furnished and installed in cases where support from overhead structure is not possible.

J. Ceiling mounted lighting fixtures shall be supported from the building structure at two opposite corners. The Contractor shall provide fixture hangers to properly interface with the ceiling system.

K. Furnish and install complete any additional structural support steel, brackets, fasteners, etc., as required to adequately support all raceway and equipment.

L. Support of hangers from concrete slabs shall be by means of sufficient quantity of "U" brackets attached with after set expansion shields and bolts.

M. Support of hangers from concrete tees shall be by means of sufficient quantity of angle iron brackets attached with after set expansion shields and bolts.

2.2 ELECTRICAL IDENTIFICATION

A. Provide electrical identification for the following:

1. Contactors, disconnect switches, circuit breakers and other electrical equipment with nameplate identifying the item of equipment and the equipment serving the same.
2. Raceways, junction boxes and pull boxes.
3. Wiring devices.
4. Wiring.
5. Three-phase motor rotation.

B. Acceptable Manufacturers:

1. Brady.
2. Panduit.
3. Thomas & Betts.
4. Seton.

C. Nameplates shall be black engraved surface on white core for normal power circuits and red engraved surface on white core for emergency power circuits.

D. Provide for each switchgear, switchboard, distribution panelboard, branch circuit panelboard, transformer, motor control center and any other similar equipment furnished under this Division identification as to its given name, voltage and origination of service.

E. Provide for each motor starter enclosure, circuit breaker enclosure, disconnect switch and any other similar equipment furnished under this Division identification as to the specific load that it serves and the origination of service.

F. Provide for each feeder protective device in each switchboard, switchgear, distribution panelboard, motor control center and any other similar equipment furnished under this Division identification as to the specific load that it serves.

G. Provide for each motor controller in a motor control center identification as to the specific load that it serves.

H. Nameplates shall be laminated, white core, plastic with beveled edges, minimum 1/16 inch thick. Lettering shall be machine-engraved, not less than 1/4" high, cut through the black or red surface to the white core.

I. Raceways shall be identified with voltage rating using pre-printed, self-adhesive labels with black lettering on orange background.

J. Identification shall be with a black permanent marking pen on the top of 4" x 4" junction box covers or on the back of an outlet box cover plate identifying the branch circuits and systems within the conduit. Pull boxes shall be provided with a nameplate stating voltage and system served.

K. On the backside of wiring device wall plates identify with a black permanent marking pen the panelboard and branch circuit number the device is served from.

L. Wire markers for identification of wiring shall be self-adhesive type having letters and numerals indicating serving equipment and feeder or branch circuit number.

M. Rotation tags shall be brass or aluminum securely attached to equipment.

N. Surfaces to receive labels or nameplates shall be carefully prepared in accordance with the manufacturer's instructions and recommendations.

O. Nameplates shall be properly attached to identify switchgear, switchboards, panelboards, feeder circuit breakers, disconnect switches, pull boxes and other similar equipment furnished under this Division.

P. Raceway identification shall be provided at a minimum of every 50', at each end if less than 50', and a minimum of once per room or space through which it passes.

Q. Wire markers shall be applied to each conductor or cable within switchgear, switchboards, panelboards, motor control centers, motor starter enclosures, circuit breaker enclosures, disconnect switches, cabinets, junction boxes, pull boxes and other similar equipment identifying the serving equipment and feeder or branch circuit from which the conductors originate.

2.3 SITE ELECTRICAL

A. The site electrical work shall include, but not be limited to, the furnishing and installation of necessary materials and making arrangements for the connection of electrical and telephone utilities and for underground conduit.

B. All site electrical work shall be in accordance with latest National Electrical Code (NEC), Article 300, and service installation standards of the serving utility company(s).

C. The location of the electrical service entrance shall be coordinated with the electric utility company and with all other trades. Provide materials and equipment required to connect the electrical service.

D. Provide materials in accordance with other sections of these Specifications.

E. The location of the telephone service entrance shall be coordinated with the telephone utility company and with all other trades. Provide materials and equipment required to connect the telephone service.

F. The location of all underground electrical work such as service for parking lot lighting, site lighting, site security, etc. shall be coordinated with all other trades.

G. Underground installation of more than one conduit shall be in a "ductbank" arrangement. All conduits shall be laid so joints are staggered.

H. Pour a red colored concrete envelope minimum 3" thick over electrical and telephone service conduit.

I. Where specifically indicated on the Drawings, a full concrete enclosed ductbank with reinforcing rods shall be installed.

J. Perform excavation, shoring, backfilling and concrete work in connection with electrical work in accordance with other Divisions of the Specifications.

K. All underground conduit shall be sloped away from the building to negate water entering the building through the conduit system.

L. Provide underground warning tape 6" to 12" below finished surface along entire length of underground conduit or ductbank. Provide a separate length of tape every 24" in width of ductbank. Interface installation of underground warning tape with backfilling.

M. The locations, elevations and voltage of electrical lines and the location of the telephone lines included within the area of this work are indicated on the Drawings or in the Specifications in accordance with information received by the Owner.

N. The Contractor shall examine the site and shall verify, to his own satisfaction, the location and elevation of all utilities and shall adequately inform himself as to their relation to the work.

O. The work associated with existing utility lines to be abandoned or removed, shown within the scope of this project, will be arranged by the Owner with the respective utility.

P. Existing utility lines not indicated but encountered during construction shall be protected, relocated or capped as directed by the Owner's Representative. All precautions shall be exercised to prevent damage to existing lines not shown, but should work become necessary, it must be authorized prior to execution except in an emergency situation.

Q. Before beginning excavations of any nature whatsoever, the Contractor shall make an attempt to locate all underground utilities of every nature occurring within the bounds of the area to be excavated. The Contractor shall then proceed with caution in his excavation work so that no utility shall be damaged with a resultant loss of service.

R. Should damage result to any utility through the Contractor's negligence or failure to comply with the above directive, he shall be liable for such damage and for all expense incurred in the expeditious repair or replacement of such damaged utilities.

S. Repair of damaged utilities shall be to a condition equal to or better than the adjacent undamaged portion of such utility and to the complete satisfaction of the Owner.

PART 3 - EXECUTION

3.1 EXCAVATION, TRENCHING AND BACKFILLING

A. All excavating, trenching and backfilling shall generally be performed in accordance with the procedures and using the materials as described in Division 2. Provide all excavation required in connection with the installation of the work under this Division. After the work has been installed, tested and approved, backfill all excavations with suitable material.

B. Bottoms of trenches shall be cut to grade. Should rock be encountered, same shall be excavated to a depth of six (6) inches below bottom of conduit and space shall be filled and tamped as specified hereinafter. Should it be required to lay conduit on fill, fill shall first be compacted.

C. All conduit shall be installed promptly after excavation has been done so as to keep excavations open as short a time as possible.

D. Trenches shall be excavated to the required depths. Depth of cover shall be as required by the NEC or as indicated on Drawings. Keep banks of trenches as nearly vertical as possible, and provide adequate shoring where required.

E. When excavation is below the shale or subgrade level, backfill with granular fill or approved backfill material from the site to a depth of 12 inches above top of conduit, but in no case less than 1'-0" below the subgrade surface. The remainder of backfill to the shale or subgrade surface shall be an impervious material and shall be compacted at not less than 95 percent of the maximum dry density as defined by ASTM D-698. At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. Backfill above the subsurface shall be granular fill or approved select backfill from site.

F. Beyond building walls or above the shale or subgrade level, backfill with sand or granular fill to a depth of 12 inches above top of conduit and remainder of trench filled with approved select backfill material from the site.

G. Bottoms of trenches shall be tamped hard and graded to secure the maximum fall. Where rock is excavated below the bottom of the conduit, and before laying the conduit, fill the space between the bottom of the conduit and the rock surface with sand, thoroughly tamped.

H. Trenches dug in fill shall have the conduit supported down to load-bearing soil. After conduits have been inspected and approved by the Owner's Representative, trenches shall be filled with approved backfill material which shall be firmly compacted, flooded if necessary and thoroughly tamped. Do not backfill with any fill containing rocks, frozen earth or debris.

I. Include the cutting of all sidewalks, streets and other pavements and repairing the opening sin them to return the surface to approximately its original condition.

3.2 CUTTING AND PATCHING

A. Cut all openings required to install the work or to repair any defective work. This cutting shall be performed under the Engineer's/Engineer's direction and due diligence exercised to avoid cutting openings larger than required or in the wrong locations.

B. No cutting or drilling of any sort will be permitted in the webs of prestressed, precast concrete structural elements. Use core drills or power driven saws to cut openings in the flanges of other such structural elements; the use of reciprocating drills will not be permitted. The cutting of structural members without first having received written permission from the Engineer/Engineer is prohibited.

C. Where openings are cut in fire-rated walls or floors, seal the annular space between the work installed and the fire-rated construction. Sealant, as applied, shall be fire rated to maintain the fire rating of the construction penetrated. Sealant shall be re-enterable (before fire) to alter penetrations. Apply in strict accordance with manufacturer's instructions.

3.3 SEALING OF PENETRATIONS

A. All penetrations in horizontal or vertical fire-rated construction shall be sealed using approved fire-rated sealing materials equivalent to the following:

1. Foam: Dow Corning 3-6548 RTV silicone foam, liquid component Part 4 (black) and liquid component Part B (off-white).
2. Sealant: Dow Corning 96-081 RTV silicone adhesive sealant.
3. Damming Materials: Mineral fiberboard, mineral fiber matting, mineral fiber putty, plywood or particle board, as selected by applicator.

B. Preparation: Remove combustible materials and loose impediments from penetration opening and involved surfaces. Remove free liquid and oil from penetration surfaces.

C. Installation: In accordance with manufacturer's instructions, install damming materials and sealant to cover and seal penetration openings; inject foam mixtures into openings.

3.4 PROTECTION OF APPARATUS

A. At all times take every precaution to properly protect apparatus from damage due to dust, dirt, water, etc. or from damage due to physical forces. Include the erection of temporary shelters as required, to adequately protect any apparatus stored at the site, the cribbing of any apparatus directly above the construction, and the covering of apparatus in the incomplete building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Engineer/Engineer will be sufficient cause for the rejection of the pieces of apparatus in question.

B. Responsibility for the protection of apparatus extend also to existing apparatus involved in this Division of the work, whether such apparatus is designated to be used temporarily and later removed, or is to be reused as a part of the permanent installation. Erect temporary sheltering structures, provide temporary bracing and supports, or cover equipment as required or directed to afford proper protection for that equipment.

C. The Contractor shall protect this work and the work of all other Contractors from damage by his work or workmen and shall make good any damage thus caused. He shall also be responsible for the proper protection of his equipment, machinery, materials and accessories delivered and installed on the job.

3.5 INSTALLATION AND CONNECTION OF OTHER DIVISION'S EQUIPMENT

A. Verify the electrical requirements of all equipment furnished under other Divisions, separate contracts, or by the Owner. Install conduit, power wiring, control wiring, devices, etc. as require for complete operation of all equipment.

3.6 OPTION TO RELOCATE OUTLETS AND RELATED DEVICES

A. The location of power, data and telephone outlets, wall switches and other related devices may be relocated at the Owner's option, at no additional cost to the Owner, to a point within 10 feet of their present location provided the Contractor is notified prior to installation.

3.7 COOPERATION AND CLEAN-UP

A. It shall be the responsibility of the Contractor to cooperate fully to keep the job site in a clean and safe condition. Upon the completion of the job, the Contractor shall immediately remove all of his tools, equipment, surplus materials and debris.

B. After the installation is complete, and before the equipment is energized, clean the interior and exterior of all equipment thoroughly. Clean equipment, removing all debris, rubbish and foreign materials. Each component shall be cleaned and all dust and other foreign material removed. Components shall be cleaned of oxidation. The inside and outside of all switchgear shall also be wiped clean with a lemon-oil rag after other cleaning is complete.

C. Any portion of the work requiring touch-up finishing shall be so finished to equal the specified finish on the product.

3.8 RECORD DRAWINGS AND DOCUMENTATION FOR OWNER

A. The Contractor shall obtain at his own expense a complete set of blueline prints, or Xerox copies on which to keep an accurate record of the installation of all materials, equipment and devices covered by the Contract. The record drawings shall indicate the location of all equipment and devices, and the routing of all systems. All piping and conduit buried in concrete slabs, walls and below grade shall be located by dimension; both horizontally and by vertical elevation, unless a surface mounted device in each space indicates the exact location. Obtain one complete reproducible set of the original drawings on which to neatly, legibly and accurately transfer all project related notations and deliver these drawings to the Engineer/Engineer at job completion before final payment and delivery to the Owner. The above data, with the exception of the record drawings, shall be delivered prior to final acceptance.

B. The Contractor shall accumulate in duplicate during the job progress, the following data prepared in indexed 3-ring looseleaf, hard-back binders sized for 8-1/2 inch by 11 inch sheets. No binder shall exceed 3-1/2 inches thick. This data shall be turned over to the Engineer/Engineer for review and subsequent delivery to the Owner prior to final acceptance.

1. Warranties, guarantees and manufacturer's directions on material, equipment and devices covered by the Contract.
2. Approved lighting fixture brochures, wiring diagrams and control diagrams.
3. Copies of approved submittals and shop drawings.
4. Operating instructions for major apparatus and recommended maintenance procedures.
5. Copies of all other data and/or drawings required during construction.
6. Repair parts list of major apparatus, including name, address and telephone number of local supplier or representative.
7. Tag charts and diagrams hereinbefore specified.

3.9 FINAL OBSERVATION

A. The purpose of the final observation is to determine whether the Contractor has completed the construction in accordance with the Contract Documents and that in the Owner Representative's opinion the installation is satisfactory for final acceptance by the Owner.

B. It shall be the responsibility of the Contractor to assure that the installation is ready for final acceptance prior to calling upon the Engineer/Engineer to make a final observation.

END OF SECTION 260000

SECTION 260100

ELECTRICAL SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Division Section as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of Division 26/28 submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer's and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Engineer's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for delivery.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing and Project record drawings.

    a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Contractor shall execute a data licensing agreement in the form of Halff Associates' Standard form.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. **Submit all submittal items required for each Specification Section within a Construction Division concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. ***
    - **This submittal package shall be comprehensive document by Division and not piecemealed by specification section.**
3. Submit action submittals and informational submittals required by the same Specification Section concurrent.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for

coordination. For example, HVAC Equipment must be submitted and approved prior to approval of Electrical gear.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 working days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals is indicated, allow 15 working days for initial review of each submittal.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Construction Manager, where applicable.
e. Name of Contractor.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Division Section or number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, initial submittal may serve as final submittal.

a. When paper copies are required, submit one copy of submittal.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return without review submittals received from sources other than Contractor.
   a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Engineer.
      6) Name of Construction Manager, where applicable.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
      10) Category and type of submittal.
      11) Submittal purpose and description.
      12) Specification Section number and title.
      13) Specification paragraph number or drawing designation and generic name for each of multiple items.
      14) Drawing number and detail references, as appropriate.
      15) Indication of full or partial submittal.
      16) Transmittal number, numbered consecutively.
      17) Submittal and transmittal distribution record.
      18) Remarks.
      19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item. Alternately, submit package as a comprehensive .pdf document by Division with each Specification Section tabbed.
2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name of Construction Manager, where applicable.

e. Name of Contractor.
f. Name of firm or entity that prepared submittal.
g. Names of subcontractor, manufacturer, and supplier.
h. Category and type of submittal.
i. Submittal purpose and description.
j. Specification Section number and title.
k. Specification paragraph number or drawing designation and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Location(s) where product is to be installed, as appropriate.
n. Related physical samples submitted directly.
o. Indication of full or partial submittal.
p. Transmittal number, numbered consecutively.
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

F. Options: Identify options requiring selection by Engineer.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Project Web site or FTP site specifically established for Project.

    a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

1. Action Submittals: For submittal formats 11 x 17 and larger, submit two paper copies of each submittal unless otherwise indicated in addition to the electronically posted submittal. Engineer will return one copy of paper submittal.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each construction Division and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data (8-1/2 x 11 format only) in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer, if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 11 x 17 but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
    a. Two opaque (bond) copies of each submittal. Engineer will return one copy. Engineer will return one copy. Submit also one electronic file for record keeping.

4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.

    a. Prepare Shop Drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.
    b. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. "Samples for Verification" Subparagraph below can be used with or without Samples for initial selection. Revise to suit Project.

E. LEED Submittals: Comply with requirements specified in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."

F. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

C. BIM File Incorporation: Incorporate delegated-design drawing and data files into Building Information Model established for Project.

1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as the original Drawings.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 260100

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.
6. Encore.

C. Copper Conductors: Comply with NEMA WC 70.

D. Conductor Insulation: Comply with NEMA WC 70 for Types THW THHN-THWN and SO.

2.2 CONNECTORS AND SPLICES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN-THWN, single conductors in raceway.

B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-THWN, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-THWN, single conductors in raceway.

G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

I. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.

J. Class 1 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

F. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.7 FIELD QUALITY CONTROL

A. Torque test conductor connections and terminations to manufacturer's recommended values.

END OF SECTION 260519

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: [Copper] [or] [tinned-copper] wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches (600 mm) below grade.
2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.

C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Armored and metal-clad cable runs.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.4 LABELING

A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

B. Install labels at the telecommunications bonding conductor and grounding equalizer[and at the grounding electrode conductor where exposed].

1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

END OF SECTION 260526

SECTION 260529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel slotted support systems.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following: .

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
4. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

    a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Hilti Inc.
        2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

2. Mechanical-Expansion Anchors: Insert-wedge-type, steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

    a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Cooper B-Line, Inc.; a division of Cooper Industries.
        2) Hilti Inc.
        3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners or threaded through wall.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
6. To Steel: Beam clamps complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touchup: Comply with requirements in Division 09 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. FMC: Flexible metal conduit.

D. LFMC: Liquidtight flexible metal conduit.

E. NBR: Acrylonitrile-butadiene rubber.

F. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.
2. For handholes and boxes for underground wiring, including the following:

a. Conduit entry provisions, including locations and conduit sizes.
b. Frame and cover design.
c. Grounding details.
d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
e. Joint details.

C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.
2. HVAC and plumbing items and Engineerural features in the paths of conduit groups with common supports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit; a Tyco International Ltd. Co.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. Electri-Flex Co.
6. Manhattan/CDT/Cole-Flex.
7. Maverick Tube Corporation.
8. O-Z Gedney; a unit of General Signal.
9. Wheatland Tube Company.

C. Rigid Steel Conduit: ANSI C80.1.

D. EMT: ANSI C80.3.

E. FMC: Zinc-coated steel

F. LFMC: Flexible steel conduit with PVC jacket.

G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
   1. Fittings for EMT: Steel -screw or compression type.

H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
   2. EGS/Appleton Electric.
   3. Erickson Electrical Equipment Company.
   4. Hoffman.
   5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
   6. O-Z/Gedney; a unit of General Signal.
   7. RACO; a Hubbell Company.
   8. Robroy Industries, Inc.; Enclosure Division.
   9. Scott Fetzer Co.; Adalet Division.
   10. Spring City Electrical Manufacturing Company.
   11. Thomas & Betts Corporation.
   12. Walker Systems, Inc.; Wiremold Company (The).
   13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

E. Metal Floor Boxes: Cast or sheet metal, fully adjustable, rectangular. (As indicated on drawings)

F. Nonmetallic Floor Boxes: Nonadjustable, round.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

I. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic or fiberglass.

J. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

2.3 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Carbon steel Include two for each sealing element.
3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit. Includes raceways in the following locations:

    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: Rigid steel conduit.
7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT or cable tray. All conduits shall have plastic bushing at the ends.
8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT
9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable EMT.
10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations. HUBS to match conduit.

B. Minimum Raceway Size: 1/2-inch.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation. Use conduit caps to protect installed conduit against entrance of dirt and moisture before area is dryed in and cable or wire are not immediately installed. Tape covering of conduit ends is not acceptable.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Change from Type EPC-40-PVC to rigid steel conduit, before rising above the floor.
4. Elbows larger than 1/2" or on runs longer than 50' shall be rigid steel.
5. Tape all GRC with 2" overlapping tape where underground or where in contact with concrete.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

M. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC in damp or wet locations not subject to severe physical damage.

N. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

O. Set metal floor boxes level and flush with finished floor surface.

P. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.

H. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."

L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway and sleeve for installing mechanical sleeve seals.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Direct-buried conduit, ducts, and duct accessories.
2. Handholes and boxes.

1.3 DEFINITIONS

A. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include duct-bank materials, including separators and miscellaneous components.
2. Include ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Include accessories for handholes, boxes.
4. Include warning tape.
5. Include warning planks.

B. Shop Drawings:

1. Factory-Fabricated Handholes and Boxes Other Than Precast Concrete:

a. Include dimensioned plans, sections, and elevations, and fabrication and installation details.
b. Include duct entry provisions, including locations and duct sizes.
c. Include cover design.
d. Include grounding details.
e. Include dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

1.5 INFORMATIONAL SUBMITTALS

A. Product Certificates: For concrete and steel used in precast concrete handholes, as required by ASTM C 858.

B. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.

C. Source quality-control reports.

D. Field quality-control reports.

1.6 MAINTENANCE MATERIALS SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

B. Furnish cable-support stanchions, arms, insulators, and associated fasteners in quantities equal to 5 percent of quantity of each item installed.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

1.8 FIELD CONDITIONS

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Construction Manager's Owner's written permission.

B. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted on Drawings.

C. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR DUCTS AND RACEWAYS

A. Comply with ANSI C2.

2.2 CONDUIT

A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.

B. RNC: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.3 NONMETALLIC DUCTS AND DUCT ACCESSORIES

A. Underground Plastic Utilities Duct: NEMA TC 2, UL 651, ASTM F 512, Type EPC-40, with matching fittings complying with NEMA TC 3 by same manufacturer as the duct.

B. Solvents and Adhesives: As recommended by conduit manufacturer.

C. Duct Accessories:

1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and size of ducts with which used, and selected to provide minimum duct spacing indicated while supporting ducts during concreting or backfilling.
2. Warning Tape: Underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."
3. Concrete Warning Planks: Nominal 12 by 24 by 3 inches (300 by 600 by 75 mm) in size, manufactured from 6000-psi (41-MPa) concrete.

    a. Color: Red dye added to concrete during batching.
    b. Mark each plank with "ELECTRIC" in 2-inch- (50-mm-) high, 3/8-inch- (10-mm-) deep letters.

2.4 PRECAST CONCRETE HANDHOLES AND BOXES

A. Comply with ASTM C 858 for design and manufacturing processes.

B. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.

1. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
2. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
3. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing bolts.

    a. Cover Hinges: Concealed, with hold-open ratchet assembly.
    b. Cover Handle: Recessed.

4. Frame and Cover: Weatherproof aluminum frame with hinged aluminum access door assembly with tamper-resistant, captive, cover-securing bolts.

a. Cover Hinges: Concealed, with hold-open ratchet assembly.
b. Cover Handle: Recessed.

5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC."
7. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
8. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.

   a. Extension shall provide increased depth of 12 inches (300 mm).
   b. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.

9. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.
10. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks, plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.

    a. Windows shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
    b. Window opening shall have cast-in-place, welded-wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
    c. Window openings shall be framed with at least two additional No. 3 steel reinforcing bars in concrete around each opening.

11. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.

    a. Type and size shall match fittings to duct or conduit to be terminated.
    b. Fittings shall align with elevations of approaching ducts and be located near interior corners of handholes to facilitate racking of cable.

12. Handholes 12 inches wide by 24 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.5 HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. General Requirements for Handholes and Boxes: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.

1. Color: Gray.
2. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

5. Cover Legend: Molded lettering, "ELECTRIC.".
6. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
7. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
8. Handholes 12 inches wide by 24 inches long and larger shall have factory-installed inserts for cable racks and pulling-in irons.

B. Polymer Concrete Handholes and Boxes with Polymer Concrete Cover: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.

1. Old castle.

2.6 CAST-IN-PLACE MANHOLES

A. Description: Underground utility structures, constructed in place, complete with accessories, hardware, and features. Include concrete knockout panels for conduit entrance and sleeve for ground rod.

B. Materials: Comply with ASTM C 858 and with Section 033000 "Cast-in-Place Concrete."

C. Structural Design Loading: As specified in "Underground Enclosure Application" Article.

2.7 SOURCE QUALITY CONTROL

A. Test and inspect precast concrete utility structures according to ASTM C 1037.

B. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
3. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.

Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

C. Clear and grub vegetation to be removed, and protect vegetation to remain according to Section 311000 "Site Clearing." Remove and stockpile topsoil for reapplication according to Section 311000 "Site Clearing."

3.2 UNDERGROUND DUCT APPLICATION

A. Ducts for Electrical Cables More than 600 V: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.

B. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.

C. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

D. Ducts for Electrical Branch Circuits: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

E. Underground Ducts Crossing Paved Paths, Walks, and Driveways, Roadways and Railroads: RNC, NEMA Type EPC-40-PVC, encased in reinforced concrete.

3.3 UNDERGROUND ENCLOSURE APPLICATION

A. Handholes and Boxes for 600 V and Less:

1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.
2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, structural load rating.
3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer concrete units, SCTE 77, Tier 8 structural load rating.
4. Units Subject to Light-Duty Pedestrian Traffic Only: High-density plastic, structurally tested according to SCTE 77 with 3000-lbf (13 345-N) vertical loading.
5. Cover design load shall not exceed the design load of the handhole or box.

3.4 EARTHWORK

A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.

B. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."

D. Cut and patch existing pavement in the path of underground ducts and utility structures according to the "Cutting and Patching" Article in Section 017300 "Execution."

3.5 DUCT INSTALLATION

A. Install ducts according to NEMA TCB 2.

B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.

C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.

D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.

E. Installation Adjacent to High-Temperature Steam Lines: Where duct banks are installed parallel to underground steam lines, perform calculations showing the duct bank will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct bank crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.

F. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line direct-buried duct banks with calculated expansion of more than 3/4 inch (19 mm).
3. Grout end bells into structure walls from both sides to provide watertight entrances.

G. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall, without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

H. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.

I. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in empty ducts.

J. Concrete-Encased Ducts: Support ducts on duct separators.

1. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Section 312000 "Earth Moving" for pipes less than 6 inches (150 mm) in nominal diameter.
2. Width: Excavate trench 12 inches (300 mm) wider than duct bank on each side.
3. Width: Excavate trench 3 inches (75 mm) wider than duct bank on each side.
4. Depth: Install top of duct bank at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
5. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
6. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
7. Minimum Space between Ducts: 3 inches (75 mm) between ducts and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and signal ducts.
8. Elbows: Use manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Extend concrete encasement throughout length of elbow.
9. Elbows: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.

10. Reinforcement: Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
11. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.

12. Concrete Cover: Install a minimum of 3 inches (75 mm) of concrete cover at top and bottom, and a minimum of 2 inches (50 mm) on each side of duct bank.
13. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.

    a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
    b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (15-mm) reinforcing-rod dowels extending a minimum of 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.

14. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 033000 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.

K. Direct-Buried Duct Banks:

1. Excavate trench bottom to provide firm and uniform support for duct bank. Comply with requirements in Section 312000 "Earth Moving" for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Space separators close enough to prevent sagging and deforming of ducts, with not less than four spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
4. Depth: Install top of duct bank at least 36 inches (900 mm) below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.
7. Elbows: Install manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

9. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 312000 "Earth Moving" for installation of backfill materials.

    a. Place minimum 3 inches (75 mm) of sand as a bed for duct bank. Place sand to a minimum of 6 inches (150 mm) above top level of duct bank.
    b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct bank.

L. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried ducts and duct banks, placing them 24 inches (600 mm) o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional planks 12 inches (300 mm) apart, horizontally.

M. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

3.6 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND BOXES

A. Precast Concrete Handhole and Manhole Installation:

1. Comply with ASTM C 891 unless otherwise indicated.
2. Install units level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances.
3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

B. Elevations:
1. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
2. Where indicated, cast handhole cover frame integrally with handhole structure.

C. Drainage: Install drains in bottom of manholes where indicated. Coordinate with drainage provisions indicated.

D. Dampproofing: Apply dampproofing to exterior surfaces **handholes** after concrete has cured at least three days. Dampproofing materials and installation are specified in Section 071113 "Bituminous Dampproofing." After ducts are connected and grouted, and before backfilling,

dampproof joints and connections, and touch up abrasions and scars. Dampproof exterior of manhole chimneys after mortar has cured at least three days.

E. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.

F. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.

G. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches (97 mm) for manholes and 2 inches (50 mm) for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.

3.7 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by manufacturer.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.

D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.

E. Field cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

F. For enclosures installed in asphalt paving and subject to occasional, nondeliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth.

1. Concrete: 3000 psi (20 kPa), 28-day strength, complying with Section 033000 "Cast-in-Place Concrete," with a troweled finish.
2. Dimensions: 10 inches wide by 12 inches deep.

3.8 GROUNDING

A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.9 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch- (150-mm-) long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
3. Test handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."

B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.10 CLEANING

A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543

SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.2 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. 3.5 mils and 6" wide.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Polyethylene tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Inscriptions for Red-Colored Tapes: BURIED ELECTRIC LINE, CAUTION.
2. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.3 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 7 by 10 inches (180 by 250 mm).

C. Warning label and sign shall include, but are not limited to, the following legends:
1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."
2. Location of multiple main disconnects are at defined locations. Approved by Authority Having Jurisdiction.

2.4 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face .
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 EQUIPMENT IDENTIFICATION LABELS

A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.6 CABLE TIES

A. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

B. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Secure plastic name plates to equipment fronts using screws or rivets. Use of adhesive shall be per owner's approval only.

E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and 600 V or Less, for Service, Feeder, and Branch Circuits More Than A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m)] [30-foot (10-m) maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
   1. Normal Power – White letters on Black background.
   2. UPS – White letters on Orange background.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

   1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.

      a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
      b. Colors for 208/120-V Circuits:

         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.
         4) Neutral: White.

      c. Colors for 480/277-V Circuits:

         1) Phase A: Brown.
         2) Phase B: Orange. (Purple)
         3) Phase C: Yellow.
         4) Neutral: Gray.

      d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

   1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
   2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
   3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

   1. Limit use of underground-line warning tape to direct-buried cables.

2. Install underground-line warning tape for both direct-buried cables and cables in raceway.

G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
   a. Controls with external control power connections.

I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

   a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
   b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
   c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
   d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

   a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
   b. Enclosures and electrical cabinets.
   c. Access doors and panels for concealed electrical items.
   d. Switchgear.

e. Switchboards.
f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
g. Emergency system boxes and enclosures.
h. Motor-control centers.
i. Enclosed switches.
j. Enclosed circuit breakers.
k. Enclosed controllers.
l. Variable-speed controllers.
m. Push-button stations.
n. Power transfer equipment.
o. Contactors.
p. Remote-controlled switches, dimmer modules, and control devices.
q. Battery-inverter units.
r. Battery racks.
s. Power-generating units.
t. Monitoring and control equipment.
u. UPS equipment.

3. Nameplate Detail:

a. For circuit breakers, panelboards, switchboards, disconnect switches, motor starters, and contactors: ¼-inch letters, identify source to and device load serves, including location.

4. Enclosure Color Coding:

a. The following systems shall have each junction and pull box cover completely painted per the following:

System	Color of Box Cover
Ethernet Backbone	Blue
Telecommunications	Brown
FCMS	Green
Emergency Power	Red
Security**	White
Fire Alarm	Yellow
Clock	Fluorescent Violet
U.P.S.	Fluorescent Pink

**Security shall include, but not be limited to, the following systems:
- Card Access\Proximaty
- Duress Alarms
- Perimeter Door Alarms
- CCTV

END OF SECTION 260553

SECTION 262416

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.
3. Electronic-grade panelboards.

1.3 DEFINITIONS

A. SVR: Suppressed voltage rating.

B. TVSS: Transient voltage surge suppressor.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on log-log graph paper; include selectable ranges for each type of overcurrent protective device.

1.5 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
3. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NEMA PB 1.

E. Comply with NFPA 70.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.10 PROJECT CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

    a. Ambient Temperature: Not exceeding 23 deg F (minus 5 deg C) to plus 104 deg F (plus 40 deg C).
    b. Altitude: Not exceeding 6600 feet (2000 m).

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of electric service.
2. Comply with NFPA 70E.

1.11 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.12 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Enclosures: Flush- and surface-mounted cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
b. Outdoor Locations: NEMA 250, Type 3R.

2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Panel front shall be fabricated so that the panel may be opened to access the breakers and also to allow access to breaker wiring without removal of the front.
3. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
4. Finishes:

a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
b. Back Boxes: Galvanized steel.

5. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.

B. Incoming Mains Location: As required and as shown on plans.

C. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
3. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
   Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear load. Where shown on plans.

D. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Mechanical type.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
5. Subfeed (Double) Lugs: Compression Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
6. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.

E. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, listed and labeled for series-connected short-circuit rating by an NRTL.

H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, power and feeder distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than [36 inches (914 mm)] high, provide two latches, keyed alike.

2. Door or doors shall allow access to breakers dead front and also to the breaker wiring without removal of front.

D. Mains: As indicated.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

F. Door shall be available to open over breaker lugs.

2.4 LOAD CENTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Mains: As indicated. On drawings.

C. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.

D. Conductor Connectors: Mechanical type for main, neutral, and ground lugs and buses.

2.5 ELECTRONIC-GRADE PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1; with factory-installed, integral TVSS; labeled by an NRTL for compliance with UL 67 after installing TVSS.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

D. Main Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.

E. Branch Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.

F. Buses:

1. Copper phase and neutral buses; 200 percent capacity neutral bus and lugs.
2. Copper equipment and isolated ground buses.

G. Surge Protection Device: IEEE C62.41-compliant, integrally mounted, bolt-on, solid-state, parallel-connected, type, with sine-wave tracking suppression and filtering modules, short-circuit current rating complying with UL 1449, second edition, and matching or exceeding the panelboard short-circuit rating, redundant suppression circuits, with individually fused metal-oxide varistors.

1. Accessories:

a. Fuses rated at 200-kA interrupting capacity.
b. Fabrication using bolted compression lugs for internal wiring.
c. Integral disconnect switch.
d. Redundant suppression circuits.
e. Redundant replaceable modules.
f. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
g. LED indicator lights for power and protection status.
h. Audible alarm, with silencing switch, to indicate when protection has failed.
i. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of system operation. Contacts shall reverse position on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
j. Four digit, transient-event counter set to totalize transient surges.

2. Peak Single-Impulse Surge Current Rating: 120 kA per mode/240 kA per phase.
3. Minimum single-impulse current ratings, using 8-by-20-mic.sec. waveform described in IEEE C62.41.2.

    a. Line to Neutral: 70,000 A.
    b. Line to Ground: 70,000 A.
    c. Neutral to Ground: 50,000 A.

4. Withstand Capabilities: 12,000 IEEE C62.41, Category C3 (10 kA), 8-by-20-mic.sec. surges with less than 5 percent change in clamping voltage.
5. Protection modes and UL 1449 SVR for grounded wye circuits with 480Y/277 208Y/120 -V, three-phase, four-wire circuits shall be as follows:

    a. Line to Neutral: 800 V for 480Y/277 400 V for 208Y/120.
    b. Line to Ground: 800 V for 480Y/277 400 V for 208Y/120.
    c. Neutral to Ground: 800 V for 480Y/277 400 V for 208Y/120.

6. Protection modes and UL 1449 SVR for 240-, 480-, or 600-V, three-phase, three-wire, delta circuits shall be as follows:

    a. Line to Line: 2000 V for 480 V 1000 V for 240 V.
    b. Line to Ground: 1500 V for 480 V 800 V for 240 V.

2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.
5. Thor.

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip;400A and Larger and the following field-adjustable settings:

    a. Instantaneous trip.
    b. Long- and short-time pickup levels.
    c. Long- and short-time time adjustments.
    d.

3. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.

2.7 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to [NECA 407] [NEMA PB 1.1].

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install panelboards and accessories according NEMA PB 1.1.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

C. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

E. Install overcurrent protective devices and controllers not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.

F. Install filler plates in unused spaces.

G. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Retain option in first paragraph below if retaining "Load Balancing" Paragraph in "Adjusting" Article.

H. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

I. Comply with NECA 1.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Division 26 Section "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

D. Device Nameplates: For distribution panels label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

D. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
c. Instruments and Equipment:

1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

E. Panelboards will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Division 26 Section "Overcurrent Protective Device Coordination Study."

C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.6 PROTECTION

A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 262726

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Wall-switch and occupancy sensors.
3. Communications outlets.

B. Related Sections include the following:

1. Division 27 Section "Communications Horizontal Cabling" for workstation outlets.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Field quality-control test reports. Submitted prior to final punch list.

D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

E. Submit on digital wiring analyzer to be used to test voltage drop on receptacles.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1. Cord and Plug Sets: Match equipment requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).
4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
5. Hubbell Building Automation Systems.

2.2 STRAIGHT BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 5351 (single), 5352 (duplex).
b. Hubbell; HBL5351 (single), CR5352 (duplex).
c. Leviton; 5891 (single), 5352 (duplex).
d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.3 GFCI RECEPTACLES

A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; GF20.
b. Pass & Seymour; 2084.

2.4 SNAP SWITCHES

A. Comply with NEMA WD 1 and UL 20.

B. Switches, 120/277 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

2.5 WALL PLATES

A. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Smooth, high-impact thermoplastic 0.035-inch- (1-mm-) thick Material for Unfinished Spaces: Galvanized steel.

2.6 FINISHES

A. Color: Wiring device catalog numbers in Section Text do not designate device color.

1. Wiring Devices Connected to Normal Power SystemAs selected by Engineer, unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.

9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings. Verify with Engineer and Owner that all floor outlets and service poles are coordinated with furniture to be installed.

3.2 IDENTIFICATION

A. Comply with Division 26 Section "Identification for Electrical Systems."

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.
1. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable. Report voltage drop on receptacle circuit as follows: Receptacle circuit L-1 (Typical) Voltage measured = 119V. All receptacle circuits shall be reported. Final close out of project will not be attained without report.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Test straight blade for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz. (115 g).

END OF SECTION 262726

SECTION 262813

FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600-V ac and less for use in control circuits, enclosed switches, panelboards, switchboards, enclosed controllers and motor-control centers.
2. Spare-fuse cabinets.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material, dimensions, descriptions of individual components, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:

1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
2. Current-limitation curves for fuses with current-limiting characteristics.
3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.
4. Fuse sizes for elevator disconnect switches.

B. Operation and Maintenance Data: For fuses to include in operation and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

1. Current-limitation curves for fuses with current-limiting characteristics.
2. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA FU 1 for cartridge fuses.

D. Comply with NFPA 70.

1.5 PROJECT CONDITIONS

A. Where ambient temperature to which fuses are directly exposed is more than 100 deg F (38 deg C), apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.6 COORDINATION

A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

1.7 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses:
   a. Three spare of each size and type
   b. Fuse cabinet sized to contain spare fuse stock.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Bussmann, Inc.
2. Ferraz Shawmut, Inc.
3. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

2.3 SPARE-FUSE CABINET

A. Characteristics: Wall-mounted steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.

1. Size: Adequate for storage of spare fuses specified.
2. Finish: Gray, baked enamel.
3. Identification: "SPARE FUSES" in 1-1/2-inch- (38-mm-) high letters on exterior of door.
4. Fuse Pullers: For each size of fuse, where applicable and available, from fuse manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.

C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.

D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Cartridge Fuses:

1. Service Entrance: Class L, time delay; Class J, time delay.
2. Feeders: Class L, time delay [Class RK1, fast acting] [Class RK1, time delay] [Class RK5, fast acting] [Class RK5, time delay] [Class J, fast acting] [Class J, time delay].
3. Motor Branch Circuits: Class RK.
4. Other Branch Circuits: Class RK1, time delay; Class J, time delay.
5. Control Circuits: Class CC, time delay.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

B. Install spare-fuse cabinet(s).

3.4 IDENTIFICATION

A. Install labels complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems" and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Enclosures.

1.3 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.4 SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

C. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
2. Altitude: Not exceeding 6600 feet (2010 m).

1.7 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.8 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Fuse Pullers: Two for each size and type.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

A. Basis-of-Design Product: Subject to compliance with requirements, provide or product by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac, UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.
7. Service-Rated Switches: Labeled for use as service equipment.

2.2 NONFUSIBLE SWITCHES

A. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper neutral conductors.
3. For isolated grounded systems Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Hookstick Handle: Allows use of a hookstick to operate the handle.
5. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
3. Kitchen Areas: NEMA 250, Type 4X, stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Install fuses in fusible devices.

D. Comply with NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing Preparation:
   1. Test continuity of each circuit.

B. Tests and Inspections:

   1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
   2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262816

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Interior lighting fixtures, lamps, and ballasts.
2. Emergency lighting units.
3. Exit signs.
4. Lighting fixture supports.

1.3 DEFINITIONS

A. BF: Ballast factor.

B. CCT: Correlated color temperature.

C. CRI: Color-rendering index.

D. HID: High-intensity discharge.

E. LER: Luminaire efficacy rating.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 SUBMITTALS

A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:

1. Physical description of lighting fixture including dimensions.
2. Emergency lighting units including battery and charger.
3. Ballast, including BF.
4. Energy-efficiency data.
5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.

6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
    a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.

C. Installation instructions.

D. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Lighting fixtures.
2. Suspended ceiling components.
3. Partitions and millwork that penetrate the ceiling or extends to within 12 inches (305 mm) of the plane of the luminaires.
4. Ceiling-mounted projectors.
5. Structural members to which suspension systems for lighting fixtures will be attached.
6. Other items in finished ceiling including the following:

    a. Air outlets and inlets.
    b. Speakers.
    c. Sprinklers.
    d. Smoke and fire detectors.
    e. Occupancy sensors.
    f. Access panels.

7. Perimeter moldings.

E. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.

F. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.

G. Field quality-control reports.

H. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

I. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NFPA 70.

D. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.6 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.7 WARRANTY

A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

B. Special warranty for Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within specified warranty period.

1. Warranty Period for electronic Ballasts: Five years from date of substantial completion.
2. Warranty Period for Electromagnetic Ballasts: Three years from date of substantial completion.

C. Special warranty for T5 and T8 florescent lamps: Manufacturer's standard form, made out to Owner and signed by Lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to project site, within specified warranty period indicated below.

1. Warranty Period: One year from date of substantial completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Interior Lighting fixture schedule where titles below are column or row headings that indicate lists, the following requirements apply to product selection:

1. Basis-of-Design Product: The design for each lighting fixture is based on the product named. Subject to compliance with requirements, provide either the named product or approved equal. Equal products shall be submitted to engineer for approval 10 days prior to bid in binder format with any deviations of specified items noted. Only items approved through addendum shall be acceptable.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.

B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.

C. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.

D. Metal Parts: Free of burrs and sharp corners and edges.

E. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

G. Diffusers and Globes:

1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
b. UV stabilized.

H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
f. CCT and CRI for all luminaires.

I. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic interference as required by MIL-STD-461E. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A.
5. Total Harmonic Distortion Rating: Less than 10 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 20 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.88 or higher.
10. Power Factor: 0.98 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.

C. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

2.4 EXIT SIGNS

A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.

B. Internally Lighted Signs:

1. Lamps for AC Operation: Fluorescent, two for each fixture, 20,000 hours of rated lamp life.
2. Lamps for AC Operation: LEDs, 70,000 hours minimum rated lamp life.
3. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.

    a. Battery: Sealed, maintenance-free, nickel-cadmium type.
    b. Charger: Fully automatic, solid-state type with sealed transfer relay.
    c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
    d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
    e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
    f. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
    g. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.5 EMERGENCY LIGHTING UNITS

A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.

1. Battery: Sealed, maintenance-free, lead-acid type.
2. Charger: Fully automatic, solid-state type with sealed transfer relay.
3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.

4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
7. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.
8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.6 FLUORESCENT LAMPS

A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches (1220 mm), 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life 20,000 hours unless otherwise indicated.

B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches (610 mm), 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

C. T5 rapid-start lamps, rated 28 W maximum, nominal length of 45.2 inches (1150 mm), 2900 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

D. T5HO rapid-start, high-output lamps, rated 54 W maximum, nominal length of 45.2 inches (1150 mm), 5000 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

A. Comply with Division 26 Section "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.

C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.

D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).

E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68 mm).

F. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.

G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures:

1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
2. Install lamps in each luminaire.

B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.

C. Remote Mounting of Ballasts: Distance between the ballast and fixture shall not exceed that recommended by ballast manufacturer. Verify, with ballast manufacturers, maximum distance between ballast and luminaire.

D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.

1. Install ceiling support system rods or wires for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners.
2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.

E. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

F. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.

B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.4 STARTUP SERVICE

A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

END OF SECTION 265100

SECTION 265600

EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Exterior luminaires with lamps and ballasts.
2. Poles and accessories.

B. Related Sections:

1. Division 26 Section "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color-rendering index.

C. HID: High-intensity discharge.

D. LER: Luminaire efficacy rating.

E. Luminaire: Complete lighting fixture, including ballast housing if provided.

F. Pole: Luminaire support structure, including tower used for large area illumination.

G. Standard: Same definition as "Pole" above.

1.4 SUBMITTALS

A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.

2. Details of attaching luminaires and accessories.
3. Details of installation and construction.
4. Luminaire materials.
5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.

    a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
    b. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
6. Ballasts, including energy-efficiency data.
7. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
8. Materials, dimensions, and finishes of poles.
9. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
10. Anchor bolts for poles.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
    1. Anchor-bolt templates keyed to specific poles and certified by manufacturer.

C. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.

D. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.

E. Field quality-control reports.

F. Operation and Maintenance Data: For luminaires and poles to include in emergency, operation, and maintenance manuals.

G. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with IEEE C2, "National Electrical Safety Code."

D. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Package aluminum poles for shipping according to ASTM B 660.

B. Store poles on decay-resistant-treated skids at least 12 inches (300 mm) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.

C. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. An exterior Lighting Fixture Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:

1. Equal products shall be submitted to engineer for approval 10 days prior to bid in binder format, with any deviations from specified items noted. Only items approved through addendum shall be acceptable.

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.

H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

J. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

K. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

L. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

    a. Color: As selected from manufacturer's standard catalog of colors.

M. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:

    a. "USES ONLY" and include specific lamp type.
    b. Lamp diameter code (T-4, T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
    c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.

d. Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.
e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
f. CCT and CRI for all luminaires.

2.3 FLUORESCENT BALLASTS AND LAMPS

A. Ballasts for Low-Temperature Environments:

1. Temperatures 0 Deg F and Higher: Electronic or electromagnetic type rated for 0 deg F starting and operating temperature with indicated lamp types.
2. Temperatures Minus 20 Deg F and Higher: Electromagnetic type designed for use with indicated lamp types.

B. Ballast Characteristics:

1. Power Factor: 98 percent, minimum.
2. Sound Rating: Class A.
3. Total Harmonic Distortion Rating: Less than 10 percent.
4. Electromagnetic Ballasts: Comply with ANSI C82.1, energy-saving, high power factor, Class P, automatic-reset thermal protection.
5. Case Temperature for Compact Lamp Ballasts: 65 deg C, maximum.
6. Transient-Voltage Protection: Comply with IEEE C62.41.1 and IEEE C62.41.2, Category A or better.

C. Low-Temperature Lamp Capability: Rated for reliable starting and operation with ballast provided at temperatures 0 deg F (minus 18 deg C) and higher.

2.4 BALLASTS FOR HID LAMPS

A. Comply with ANSI C82.4 and UL 1029 and capable of open-circuit operation without reduction of average lamp life. Include the following features unless otherwise indicated:

1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
2. Minimum Starting Temperature: Minus 22 deg F (Minus 30 deg C).
3. Normal Ambient Operating Temperature: 104 deg F (40 deg C).
4. Ballast Fuses: One in each ungrounded power supply conductor. Voltage and current ratings as recommended by ballast manufacturer.

2.5 HID LAMPS

A. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65, and CCT color temperature 4000K.

B. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and CCT color temperature 4000 K.

C. Ceramic, Pulse-Start, Metal-Halide Lamps: Minimum CRI 80, and CCT color temperature 4000 K.

2.6 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

A. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

B. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.

1. Materials: Shall not cause galvanic action at contact points.
2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
3. Anchor-Bolt Template: Plywood or steel.

2.7 STEEL POLES

A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig; one-piece construction up to 40 feet in height with access handhole in pole wall.

1. Shape: Round, straight.
2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.

B. Brackets for Luminaires: Detachable, cantilever, without underbrace.

1. Adapter fitting welded to pole, allowing the bracket to be bolted to the pole mounted adapter, then bolted together with stainless-steel bolts.
2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.
3. Match pole material and finish.

C. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.

D. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.

E. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.

F. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."
2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.

3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

   a. Color: As indicated by manufacturer's designations.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

A. Install lamps in each luminaire.

B. Fasten luminaire to indicated structural supports.

   1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

C. Adjust luminaires that require field adjustment or aiming.

3.2 POLE INSTALLATION

A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.

B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:

   1. Fire Hydrants and Storm Drainage Piping: 60 inches.
   2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
   3. Trees: 15 feet from tree trunk.

C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Division 03 Section "Cast-in-Place Concrete."

D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.

   1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
   2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
   3. Install base covers unless otherwise indicated.
   4. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.

E. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch below top of concrete slab.

F. Raise and set poles using web fabric slings (not chain or cable).

3.3 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: Comply with Division 26 Section "Raceway and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.4 GROUNDING

A. Ground metal poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

1. Install grounding electrode for each pole unless otherwise indicated.
2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

B. Ground nonmetallic poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

1. Install grounding electrode for each pole.
2. Install grounding conductor and conductor protector.
3. Ground metallic components of pole accessories and foundations.

3.5 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.

1. Verify operation of photoelectric controls.

C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain luminaire lowering devices.

END OF SECTION 265600

SECTION 31 05 13

SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Subsoil materials.
   2. Topsoil materials.

B. Related Sections:
   1. Section 310513 - Aggregates for Earthwork.
   2. Section 320516 - Aggregates for Exterior Improvements.
   3. Section 312213 - Rough Grading.
   4. Section 312323 - Backfill.
   5. Section 312317 - Trenching.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
   2. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
   3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

PART 2 PRODUCTS

2.1 SOURCE QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing and Inspection Services Testing and analysis of soil material.

B. Testing and Analysis of Subsoil Material:Perform in accordance with ASTM D698.

C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.

D. When tests indicate materials do not meet specified requirements, change material and retest.

E. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

C. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Architect/Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Prevent intermixing of soil types or contamination.

E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Removing surface debris.
2. Removing designated trees, shrubs, and other plant life.
3. Removing abandoned utilities.
4. Excavating topsoil.

B. Related Sections:
1. Section 312213 - Rough Grading.
2. Section 312318 - Rock Removal.

PART 2 EXECUTION

2.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify existing plant life designated to remain is tagged or identified.

C. Identify waste area for placing removed materials.

2.2 PREPARATION

A. Call Local Utility Line Information not less than three working days before performing Work.
1. Request underground utilities to be located and marked within and surrounding construction areas.

2.3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping

C. Protect bench marks, survey control points, and existing structures from damage or displacement.

2.4 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

2.5 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.

C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

D. Do not burn or bury materials on site. Leave site in clean condition.

2.6 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 31 21 00

EXCAVATION, BACKFILL AND GRADING FOR SITE WORK OUTSIDE OF BUILDING

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Grading and earthwork which occurs in areas other than under structures, under paving, or trenching for utilities.

B. Earthwork consists of operations required for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades: finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and within lines and grades established on Drawings.

1.2 RELATED SECTIONS:

A. Trench Excavation, Backfill and Compaction - Section 312200.

1.3 REFERENCES:

A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lbf/ft^3).

B. ASTM D4972 - pH of Soil.

C. ASTM G57 - Field Measurement of Soil Resistivity Using the Wenner Four Electrode Method.

D. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.

1.4 EXISTING UTILITIES:

A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the Drawings, immediately notify the ENGINEER.

1.5 DEFINITIONS:

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 8 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. General Site Fill: Suitable, clean material excavated on-site or off-site may be used as fill material. Suitable material shall consist of clay soils classified as CH according to the unified soil classification system. Clay soil used as fill shall have a liquid limit of less than 55 and a Plasticity Index comparable with on-site soils.

D. Select Fill: Select fill material, as required for construction, defined in the Geotechnical Report, shall consist of inorganic silty or sandy clay.

E. Subgrade: Consists of that portion of the surface on which a compacted fill, backfill or topsoil is placed.

F. Borrow: Material taken from on-site designated areas or approved off-site sources to make up any deficit of excavated material. Obtain from area that is normally dry and well drained. Borrow does not include top soil.

G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated on the Drawings.

I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the ASTM D698.

PART 2 - PRODUCTS

2.1 SELECT FILL:

A. Source: Obtain select fill material from required excavation, or if excavated material is not adequate, from borrow areas approved by the Geotechnical ENGINEER. Material from source shall be tested for compliance with project requirements and approved by the Owner and Testing Laboratory.

B. Suitability: Use the best material available from excavation or borrow, suitability of select fill is subject to the ENGINEER'S approval.

C. Quality: Select fill material must be free of rock and clay lumps or excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Select fill material shall consist of inorganic silty or sandy clay. Additional select fill requirements are described in Geotechnical Report.

2.2 FILL AND BACKFILL UNDER TOPSOIL:

A. Source: Obtain site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the ENGINEER.

B. Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the Testing Laboratory\Engineer's approval.

C. Quality: Fill material shall be free of excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Fill material shall have a plasticity index between 6 and 25, inclusive, and shall generally be of similar character to that of existing soil at the site.

PART 3 – EXECUTION

3.1 STRIP AND STOCKPILE:

A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading. Remove top 6 inches of topsoil where necessary and stockpile on the property as directed by the Owner. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the grading plan.

3.2 EXCAVATION:

A. Objective: As shown on the Drawings, excavate to lines, grades and elevations required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within plus or minus 0.1 foot. Over excavation shall be restored by the Contractor at his own expense. Finished grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.

B. Drainage: During excavation, maintain grades as required to provide positive drainage away from structures; or, as directed by the Engineer, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Architect approved areas for later use.

D. Stone or Rock: Stone or rock fragments greater than 6" will not be allowed in fills or embankments. Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress cut and fill slopes to slope, cross section and alignment, as shown.

3.3 TREATMENT OF SUBGRADES:

A. All topsoil and vegetation shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

B. After stripping the topsoil in areas to receive fill or cut areas, the exposed ground surface shall be scarified to a depth of 6 inches, the moisture adjusted, and then recompact to a density of 95 to MIN. percent of the maximum density as obtained in the Standard Proctor Compaction Test (ASTM D698), at a moisture content between minus 1 to plus 3 percent of optimum. Any soft or compressible areas detected during the recompaction process shall be undercut such that sound subgrade soils are exposed and recompacted. Site excavated or select fill shall then be used to bring all areas to grade. Allow for placement of minimum 4-inch layer of top soil in areas not covered by building or pavement.

C. Finished subgrade shall be inspected by Testing Laboratory for determination that subgrade meets requirements of Contract Documents.

3.4 PLACING FILL AND BACKFILL:

A. Examination of Subgrade: Do not place fill on any part of the subgrade until the subgrade preparation has been accepted by the Engineer.

B. Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that are uncovered in the fill material.

C. Spreading Fill and Backfill: After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer. Maintain positive drainage throughout construction. The combined excavation and fill placing operation shall be such that the material when compacted in the fill will be blended sufficiently to secure the best practicable degree of compaction. The suitability of the materials shall be subject to testing by the Testing Laboratory and approval of the Engineer. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized and brought to a uniform approved moisture content.

D. Attaining Proper Bond: If, in the opinion of the Testing Laboratory, the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

E. Place materials to proper elevation allowing for depth of topsoil furnished under this Contract.

3.5 MOISTURE CONTROL:

A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content shall not vary from the optimum, as determined by ASTM D698, by more than minus 1 to plus 3 percent of optimum.

B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or

harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other Engineer approved method.

3.6 COMPACTION:

A. Rough Grade: Compact each layer of fill material with suitable equipment as necessary to secure 95% to 98% Standard Proctor Density (ASTM D698) within the specified range of the moisture content.

B. Finish Grade: Place and lightly compact topsoil to achieve finish grades.

3.7 DISTRIBUTION OF TOPSOIL:

A. Perform rough grading and topsoil/finish grading work.

B. Preparation:

1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade.
2. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil

C. Placement:

1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.
2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.
3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for lawn planting.
4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.

D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.8 MATERIAL DISPOSAL:

A. Excess Excavation Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Geotechnical Engineer): Remove excess excavated material from the construction site or place on the property as directed by the ENGINEER.

B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Geotechnical Engineer): Remove waste material from the project site before Final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

PART 4 - TESTING

4.1 PROCEDURE

A. The testing laboratory will make tests of in-place density in accordance with ASTM Standards. Backfill operations will be monitored continuously by the testing laboratory at structures. It will be the responsibility of the CONTRACTOR to notify the testing laboratory before backfill operations begin.

END OF SECTION 312100

SECTION 31 22 13

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Excavating topsoil.
2. Excavating subsoil.
3. Cutting, grading, filling, compacting site for site structures, building pads.

B. Related Sections:
1. Section 310513 - Soils for Earthwork: Soils for fill.
2. Section310516 - Aggregates for Earthwork: Aggregates for fill.
3. Section 311000 - Site Clearing: Excavating topsoil.
4. Section 312316 - Excavation and Fill: Building excavation.
5. Section 312318 - Rock Removal.
6. Section 312323 - Backfill: General building area backfilling.
7. Section 312317 - Trenching: Trenching and backfilling for utilities.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:
1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
4. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).
5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 EXECUTION

2.1 PREPARATION

A. Call Local Utility Line Information service not less than three working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Protect utilities indicated to remain from damage.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

2.2 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Place fill material in continuous layers and compact as required.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.

E. Make grade changes gradual. Blend slope into level areas.

2.3 FIELD QUALITY CONTROL

A. Perform in place compaction tests in accordance with the following:
   1. As required by geotechnical engineer.

END OF SECTION

SECTION 31 23 16

EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Soil densification.
2. Excavating for building foundations.
3. Excavating for slabs-on-grade.
4. Excavating for site structures.

B. Related Sections:
1. Section 310513 - Soils for Earthwork: Stockpiling excavated materials.
2. Section 310516 - Aggregates for Earthwork: Stockpiling excavated materials.
3. Section 312213 - Rough Grading: Topsoil and subsoil removal from site surface.
4. Section 312318- Rock Removal: Removal of rock during excavating.
5. Section 312323- Backfill.
6. Section 312317 - Trenching: Excavating for utility trenches.

1.2 REFERENCES

A. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

B. Local utility standards when working within 24 inches of utility lines.

PART 2 EXECUTION

2.1 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil to accommodate building foundations, slabs-on-grade.

C. Excavate to working elevation for piling work.

D. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 02320 and Section 02324.

E. Grade top perimeter of excavation to prevent surface water from draining into excavation.

F. Trim excavation. Remove loose matter.

G. Notify Architect/Engineer of unexpected subsurface conditions.

H. Correct areas over excavated with structural fill.

I. Remove excess and unsuitable material from site.

J. Repair or replace items indicated to remain damaged by excavation.

2.2 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 31 25 00

EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1-GENERAL

1.1 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

B. The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

1.2 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.

B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.

C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.

D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.

F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.

G. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

1.3 SUBMITTALS

A. Submittals shall be in accordance with Section 013300, SUBMITTALS, and shall include:
   1. Manufacturer's Literature: Descriptive data of installation methods and procedures.
   2. Certificates: Manufacturer's certification that materials meet specification requirements.

1.4 JOB CONDITIONS; CODES AND ORDINANCES

A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

PART 2 - PRODUCTS

2.1 MATERIALS

A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string, jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three month time period to prevent a loss of structural integrity of the dike.

B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

Tensile Strength, ASTM D4632	90 lbs.,
Puncture Rating, ASTM D4833	60 lbs.,
Mullen Burst Rating, ASTM D3786	200 psi,
Apparent Opening Size, U.S. Sieve No.	40

Silt fence shall be "Enviro Fence" preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

C. SILT FENCE POSTS: A minimum 2" x 2" (nominal) x 54" pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.

D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be 16 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.

E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4". Pipes shall be sized for anticipated flows.

F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the tope side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. Class 1. "Slope Protection"
   (a) Type A. Slopes of 3:1 or flatter - Clay soils
   (b) Type B. Slopes of 3:1 or flatter - Sandy soils
   (c) Type C. Slopes steeper than 3:1 - Clay soils
   (d) Type D. Slopes steeper than 3:1 - Sandy soils

2. Class 2. "Flexible Channel Liner"
   (a) Type E. Short-term duration (Up to 2 Years)
   Shear Stress (t_D)< 1.0 lb./sq. ft.
   (b) Type F. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) 1.0 to 2.0 lb./sq. ft.
   (c) Type G. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d) > 2.0 to < 5.0 lb./sq. ft.
   (d) Type H. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d) greater than 0 Equal to 5.0 lb./sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

CLASS I. SLOPE PROTECTION

TYPE A: Slopes of 3:1 or Flatter-Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards®
Contech Standards Plus®
Green Triangle Regular®
Green Triangle Superior®
GREENSTREAK® PEC MAT
Curlex®
North American Green® S150
North American Green® S75
North American Green® SC150
POLYJUTEÔ 407/GT
SOIL SAVER®
TerraJute®
Verdyol® ERO-MAT®
Xcel Regular®
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®
Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
Green Triangle Regular®
North American Green® S75
North American Green® SC150
North American Green® S150
POLYJUTEÔ 407/GT
TerraJute®
Verdyol® ERO-MAT®
Xcel Superior®
Xcel Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®
ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards Plus®
Curlex®
Green Triangle Superior®
GREENSTREAK® PEC-MAT
North American Green® SC150
North American Green® S150
POLYJUTEÔ 407/GT
SOIL SAVER®
TerraJute®
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
North American Green® S150
North American Green® SC150
POLYJUTEÔ 407GT
TerraJute®
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

PART 3 - EXECUTION

3.1 INSTALLATION

A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4" and securely anchored using 2" x 2" wood stakes driven through the bales into the ground a minimum of 6". Straw bales are to be placed directly adjacent to one another leaving no gap between them.
2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.
3. The excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4" above ground level on the uphill side. Loose straw shall be scattered over the area immediately uphill from a straw barrier.

B. SILT FENCE

1. The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6" by 6" trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer's recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6" or installation of support post to depth of 12". Fabric shall overlap at abutting ends a minimum of 3' and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in steam beds, create a retention pond, detain sediment and release water in sheet flow.
2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18", measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48" measured at the bottom of the berm and 18" measured at the top of the berm.
3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6", the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.
2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.
3. Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than 5% or which will be exposed for more than 30 days.
2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "trackwalked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer. Apply a minimum of three (3) coverages to each area with the dozer tracks.
3. Route runoff from the areas through the appropriate silt fence system.
4. Protect earth spoil areas by "trackwalking" and silt fences.

F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.
2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6' per second and shall consist of a layer of crushed stone 3" thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 3" above the design water surface elevation based on a two year storm.
3. Interceptor swale shall be installed across exposed slopes during construction and should intercept no more than five (5) acres of runoff. Swales shall have a minimum bottom width of 2'-0" and a maximum depth of 1'-6" with side slopes of 3:1 or flatter. Swale must have positive

drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4' per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.
5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.
6. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will be conveyed to a sediment trapping device.
7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.
8. The on-site location may need to be adjusted to meet field conditions in order to utilized the most suitable outlet.
9. Minimum compaction for the swale shall be 90% standard proctor.

G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25'. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.
2. Install diversion dikes to divert runoff to the silt fence installation.
3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.
4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

3.2 MAINTENANCE

A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.

B. Upon completion of construction, properly remove the temporary erosion and sediment control structures and complete the area as indicated.
C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

3.3 FIELD QUALITY CONTROL

A. In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

END OF SECTION 312500

SECTION 31 31 16

TERMITE CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Soil treatment for termite control.

B. Related Sections:
   1. Section 310513 - Soils for Earthwork: Backfill materials.
   2. Section 312316 - Excavation and Fill: Subgrade preparation.
   3. Section 033000 - Cast-In-Place Concrete: Slabs on grade and foundations placed over treated soil.

1.2 REFERENCES

A. Environmental Protection Agency:
   1. EPA FIFRA - Federal Insecticide, Fungicide and Rodenticide Act.

B. National Pest Management Association:
   1. NPMA WDO - Wood Destroying Organism Library.

1.3 SUBMITTALS

A. Product Data: Submit toxicants to be used, composition by percentage, dilution schedule, intended application rate. Include product label information.

B. Test Reports: Indicate regulatory agency approval reports.

C. Manufacturer's Application Instructions: Indicate caution requirements and in accordance with current product label of chosen pesticide.

D. Certify applications followed NPMA WDO for termite control or other regional location guidance.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record moisture content of soil before application, date and rate of application, areas of application, diary of toxicity meter readings and corresponding soil coverage.

B. Operation and Maintenance Data: Indicate re-treatment schedule.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Applicator: Company specializing in performing the Work of this sectionand licensed in State of Texas.

1.6 SEQUENCING

A. Section 011000 - Summary: Work sequence.

B. Apply toxicant immediately prior to installation of vapor barrier under slabs-on-grade in accordance with product label supplemented by the NPCA's ARP for termiticiding or local requirements.

1.7 WARRANTY

A. Warranty: Include coverage for damage and repairs to building and building contents caused by termites. Repair damage. Re-treat where required.

PART 2 PRODUCTS

2.1 MATERIALS

A. Toxicant Chemical: EPA FIFRA approved; synthetically color dyed to permit visual identification of treated soil.

B. Diluent: Recommended by toxicant manufacturer.

2.2 MIXES

A. Mix toxicant to manufacturer's instructions.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements:Verification of existing conditions before starting work.

B. Verify soil surfaces are unfrozen, sufficiently dry to absorb toxicant, and ready to receive treatment.

C. Verify final grading and excavation are complete.

3.2 APPLICATION

A. Apply toxicant at locations indicated in Schedule at end of section.

B. Apply extra treatment to structure penetration surfaces including pipe or ducts, and soil penetrations including grounding rods or posts.

C. Re-treat disturbed treated soil with same toxicant as original treatment.

D. When inspection or testing identifies presence of termites, re-treat soil and re-test.

3.3 PROTECTION OF FINISHED WORK

A. Section 017000 - Execution Requirements: Protecting finished Work.

B. Do not permit soil grading over treated work.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 31 63 29

DRILLED CONCRETE PIERS AND SHAFTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Machine drilled shaft.
   2. Placing shaft liner.
   3. Shear rings.
   4. Concrete fill.
   5. Reinforcement.

B. Related Sections:
   1. Section 032000 - Concrete Reinforcement: Requirements for concrete reinforcement.
   2. Section 033000 - Cast-In-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 336.1 - Reference Specification for the Construction of Drilled Piers.

B. ADSC - The International Association of Foundation Drilling:
   1. ADSC TL-4 - Drilled Shafts: Construction Procedures and Design Methods.

C. ASTM International:
   1. ASTM A252 - Standard Specification for Welded and Seamless Steel Pipe Piles.
   2. ASTM D1143 - Standard Test Method for Piles Under Static Axial Compressive Load.
   3. ASTM D4380 - Standard Test Method for Density of Bentonitic Slurries.
   4. ASTM D4381 - Standard Test Method for Sand Content by Volume of Bentonitic Slurries.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Store and handle controlled slurry materials in accordance with manufacturers instructions.

C. Mix, store, and transport controlled slurry materials using equipment made for this purpose.

PART 2 PRODUCTS

2.1 DRILLED CONCRETE PIERS AND SHAFTS

A. Concrete Materials and Mix: Specified in Section 033000.

B. Reinforcement: Specified in Section 032000.

C. Equipment: Appropriate to dewater excavated shaft.

D. Controlled Slurry:
1. Use controlled bentonite or polymer slurry only at locations specified or indicated on Drawings.
2. Bentonite and Polymer Materials: Suitable for intended purpose according to manufacturer.
3. Controlled Slurry Properties:

Properties	Results at 68EF	Test Methods
Density, before concreting, for slurry 1 ft from pier bottom	64 pcf max.for polymer slurry	API 13B,Section 1 (Mud Balance)
	85 pcf max for bentonite slurry	ASTM D4380
Marsh funnel viscosity, for entry slurry and pier slurry	26-50 sec/qt	API 13B,Section 2 (Marsh Funnel and Cup)
Sand content by volume, before concreting for slurry 1 ft from pier bottom	1% max for polymer slurry	API 13B,Section 4 (Sand Screen Set)
	25% max for bentonite slurry	ASTM D4381
pH, during excavation	8-12	API 13B,Section 6 (Paper test strips or glass-electrode pH meter)

4. Provide physical or chemical treatment of water or slurry necessary to meet specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Coordination and project conditions.

B. Verify site conditions are ready for Work of this section.

3.2 PREPARATION

A. Use placement method that will not cause damage to nearby structures.

B. Document existing conditions for existing structures susceptible to damage:
   1. Before move, inspect existing structure thoroughly and notify Architect/Engineer in writing of visible defects and factors capable of affecting safe movement of structure to final location.
   2. Compile list of existing visible defects to building structure, finishes, and accessories. This list will form basis for determining required repair Work after move.

C. Notify adjacent and affected land owners and building occupants within 14 days before proceeding with the Work.

D. Notify utility companies to mark location of existing underground services. Do not begin work of this section until existing underground services are marked.

E. Provide survey benchmarks and control points before beginning construction of piers.

F. Protect underground utilities and structures near the Work, from damage.

3.3 INSTALLATION

A. Drill vertical pier shafts to diameters and depths indicated.

B. Place steel liners immediately after drilling. Set firmly in place. Use shaft liner when free water is encountered.

C. Clean shaft and bottom of loose material. Maintain shafts free of water.

D. Allow inspection of shaft and liner prior to placement of reinforcement and concrete.

E. Provide dowels for connection of caps and grade beams.

F. Concreting: In accordance with Section 03300 and the following requirements:
   1. General:
      a. Do not place concrete before Architect/Engineer has inspected pier.
      b. Inspect piers before concreting, to verify loose material within pier has been removed.
      c. Place concrete immediately after completion of cleaning operation and inspection. When concreting is postponed, repeat cleaning and inspection.
      d. Place concrete in one continuous operation without cessation from bottom of pier to cut-off elevation to ensure complete homogeneity of concrete throughout pier with no possibilities of cavities, air pockets, honeycombing or cold joints forming in concrete.

e. Concrete Slump Dry Method: 5 to 6 inches.

3.4 DRILLING TOLERANCES

A. Section 014000 - Quality Requirements Tolerances.

B. Tolerances for deviations from design position, orientation and elevation:
1. Maximum Deviation from Position at Top of Shaft: 3 inches.
2. Maximum Deviation of Pier Shaft Radius at Bottom of Shaft: Minus 0 inches.
3. Maximum Deviation of Pier Cut-Off Elevations: Plus 1 inch and minus 3 inches.

C. Furnish corrective design and construction required to accommodate deviations exceeding specified tolerances, including replacement of piers, when necessary.

3.5 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Testing and Section inspection services.

B. Engage licensed surveyor to perform survey work specified in this section, including survey of design and actual pier locations, and plumbness.

C. Monitor benchmarks and survey control points for displacement during construction. Correct or replace displaced survey controls. Verify previous measurements relying on displaced controls.

D. Submit survey information as the Work progresses, to expedite construction operations.

E. Contractor Supervision: Provide supervision of each phase of drilled pier construction. Check each drilled pier or shaft for required depth, clean-up, workmanship, and for tolerance requirements before concrete is placed.

F. Unacceptable Piers: Piers that fail, are placed out of position, exceed allowable tolerances, have defect inclusions, or are damaged.

G. Provide additional piers or replace piers failing to conform to specified requirements.

END OF SECTION

SECTION 32 11 29

LIME STABILIZED SUBGRADE

PART 1 – GENERAL

1.1 Description

A. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

PART 2 – PRODUCTS

2.1 Materials

A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Use Tex-100-E for material definitions.

1. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Lime Sources Prequalification of Hydrated Lime." Use hydrated lime, commercial lime slurry.
2. Water. Furnish water free of industrial wastes and other objectionable material.
3. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of TxDOT Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.
4. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Geotechnical Engineering Report.

2.2 Equipment

A. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with TxDOT Item 210, "Rolling." Provide proof rollers in accordance with TxDOT Item 216, "Proof Rolling," when required.

1. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.
2. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurrying methods.

   Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.
3. Pulverization Equipment. Provide pulverization equipment that:
   - cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
   - provides a visible indication of the depth of cut at all times, and
   - uniformly mixes the materials.

PART 3 - EXECUTION

3.1 Construction

A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

1. Preparation of Subgrade for Treatment. Remove existing asphalt concrete pavement when shown on the plans or as directed. Shape existing to conform to typical sections shown on the plans and as directed.

2. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

3. Application of Lime. Uniformly apply lime using slurry placement as shown on the plans or as directed in Geotechnical Engineering Report. Add lime at the percentage determined in Geotechnical Engineering Report. Apply lime only on an area where mixing can be completed during the same working day.

   Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when weather conditions are unsuitable.

   Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners.

   a. Dry Placement. Before applying lime, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle. Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.

   b. Slurry Placement. Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified.

      Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

4. Mixing. Begin mixing within 6 hours of application of lime. Hydrated lime exposed to the open air for 6 hours or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

   Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. After mellowing, resume mixing until a homogeneous, friable mixture is obtained.

   After mixing, sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	Base	Subgrade
1-3/4 in.	100	100
3/4 in.	85	85
No. 4	–	60

5. Compaction. Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the treated material. Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

   Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

   Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met.

   a. Ordinary Compaction. Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.

   b. Density Control. The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

      i. Subgrade. Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.

6. Reworking a Section. When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined by Geotechnical Engineering Report. Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

7. Finishing. Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

   Finish grade of constructed subgrade in accordance with plans.

8. Curing. Cure for the minimum number of days shown in Table 2 by sprinkling or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with TxDOT Article 132.3.E, "Maintenance of Moisture and Reworking" for subgrade and TxDOT Article 247.4.E, "Curing" for bases prior to placing subsequent courses. Do not allow equipment

on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2
Minimum Curing Requirements Before Placing Subsequent Courses[1]

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Geotechnical Engineer. Proof rolling may be required as an indicator of adequate curing.

END OF SECTION 321129

SECTION 321216

DENSE-GRADED HOT-MIX ASPHALT (METHOD)

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify compliance.

B. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate. When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section. Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II. Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved.

1. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Provide aggregates from sources listed in the BRSQC. Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources.
   Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise

shown on the plans. The SAC for sources on the Department's AQMP is listed in the BRSQC.

Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. When blending, do not use Class C or D aggregates. For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate.

2. RAP. RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.
RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans. Department-owned RAP, if allowed for use, will be available at the location shown on the plans. When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans.

   When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans. For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans.

   Do not use RAP contaminated with dirt or other objectionable materials. Do not use the RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I. Determine the plasticity index using Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction.

   Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

3. Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved.
If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	AQMP	As shown on plans
Deleterious material, %, max	Tex-217-F, Part I	1.5
Decantation, %, max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30[2]
Coarse aggregate angularity, 2 crushed faces, %, min	Tex 460-A, Part I	85[3]
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[4]		
Sand equivalent, %, min	Tex-203-F	45

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without mineral filler, RAP, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

C. Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3:

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

D. Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

E. Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

F. Tack Coat. Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

G. Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. If lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

2.2 EQUIPMENT

A. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Unless otherwise shown on the plans, provide the mix design. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

B. Mixture Design:

1. Design Requirements. Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F, Part I, to design a mixture meeting the requirements listed in Tables 1 through 6. Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Construction Division maintains a list of approved laboratories. Furnish the Engineer with representative samples of all materials used in the mixture design. The Engineer will verify the mixture design. If the design cannot be verified by the Engineer, furnish another mixture design. The Contractor may submit a new mixture design at any time during the project. The Engineer will approve all mixture designs before the Contractor can begin production. Provide the Engineer with a mixture design report using Department-provided software. Include the following items in the report:
   - the combined aggregate gradation, source, specific gravity, and percent of each material used;
   - results of all applicable tests;
   - the mixing and molding temperatures;
   - the signature of the Level II person or persons who performed the design;
   - the date the mixture design was performed; and

- a unique identification number for the mixture design.

Table 4
Master Gradation Bands (% Passing by Weight or Volume) and Volumetric Properties

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
1-1/2"	98.0–100.0	–	–	–	–
1"	78.0–94.0	98.0–100.0	–	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	–	–
1/2"	50.0–70.0	–	–	98.0–100.0	–
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	80.0–86.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA[1], % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Plant-Produced VMA, % Minimum					
–	11.0	12.0	13.0	14.0	15.0

1. Voids in Mineral Aggregates.

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, %	Tex-207-F	96.0[1]
Tensile strength (dry), psi (molded to 93% ±1% density)	Tex-226-F	85–200[2]
Boil test[3]	Tex-530-C	–

1. Unless otherwise shown on the plans.
2. May exceed 200 psi when approved and may be waived when approved.
3. Used to establish baseline for comparison to production results. May be waived when approved.

Table 6
Hamburg Wheel Test Requirements[1]

High-Temperature Binder Grade	Minimum # of Passes[2] @ 0.5" Rut Depth, Tested @ 122°F
PG 64 or lower	10,000
PG 70	15,000
PG 76 or higher	20,000

1. Tested in accordance with Tex-242-F.
2. May be decreased or waived when shown on the plans.

C. Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch. The Engineer and the Contractor will verify JMF based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF. If the JMF is not verified by the Engineer from the trial batch, adjust the JMF or redesign the mix and produce as many trial batches as necessary to verify the JMF.
Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using Tex-236-F.

The Engineer will use a Texas gyratory compactor calibrated in accordance with Tex-914-F in molding production samples.

The Engineer will perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

D. JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF.
If, during initial days of production, the Contractor or Engineer determines that adjustments to the JMF are necessary to achieve the specified requirements, or to more nearly match the

aggregate production, the Engineer may allow adjustment of the JMF within the tolerances of Table 7 without a laboratory redesign of the mixture.

The Engineer will adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 7
Operational Tolerances

Description	Test Method	Allowable Difference from JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	±5.0[1]
Individual % retained for sieves smaller than #8 and larger than #200		±3.0[1]
% passing the #200 sieve		±2.0[1]
Asphalt content, %	Tex-236-F	±0.3[1]
Laboratory-molded density, %	Tex-207-F	±1.0
VMA, %, min		Note 2

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the percent passing the #200 sieve will be considered out of tolerance when outside the master grading limits.
2. Test and verify that Table 4 requirements are met.

E. Production Operations. Perform a new trial batch when the plant or plant location is changed. The Engineer may suspend production for noncompliance with this Item. Take corrective action and obtain approval to proceed after any production suspension for noncompliance.

1. Operational Tolerances. During production, do not exceed the operational tolerances in Table 7. Stop production if testing indicates tolerances are exceeded on:
   - 3 consecutive tests on any individual sieve,
   - 4 consecutive tests on any of the sieves, or
   - 2 consecutive tests on asphalt content.

   Begin production only when test results or other information indicate, to the satisfaction of the Engineer, that the next mixture produced will be within Table 7 tolerances.

2. Storage and Heating of Materials. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions" or outside the manufacturer's recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Unless otherwise approved, do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr.

3. Mixing and Discharge of Materials. Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in

the truck before shipping to ensure that it does not exceed 350°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F. Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant.

F. Hauling Operations. Before use, clean all truck beds to ensure mixture is not contaminated. When a release agent is necessary to coat truck beds, use a release agent on the approved list maintained by the Construction Division.

G. Placement Operations. Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly. Place mixture within the compacted lift thickness shown in Table 8, unless otherwise shown on the plans or allowed.

Table 8
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness	
	Minimum (in.)	Maximum (in.)
A	3.00	6.00
B	2.50	5.00
C	2.00	4.00
D	1.50	3.00
F	1.25	2.50

1. Weather Conditions. Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. Unless otherwise shown on the plans, place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer.

2. Tack Coat. Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller when directed. The Engineer may use Tex-243-F to verify that the tack coat has adequate adhesive properties. The Engineer may suspend paving operations until there is adequate adhesion.

H. Lay-Down Operations.

1. Minimum Mixture Placement Temperatures. Use Table 9 for suggested minimum mixture placement temperatures.

2. Windrow Operations. When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

Table 9
Suggested Minimum Mixture Placement Temperature

High-Temperature Binder Grade	Minimum Placement Temperature (Before Entering Paver)
PG 64 or lower	260°F
PG 70	270°F
PG 76	280°F
PG 82 or higher	290°F

I. Compaction. Use air void control unless ordinary compaction control is specified on the plans. Avoid displacement of the mixture. If displacement occurs, correct to the satisfaction of the Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture. Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in. Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. When directed, sprinkle the finished mat with water or limewater to expedite opening the roadway to traffic.

1. Air Void Control. Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids. Do not increase the asphalt content of the mixture to reduce pavement air voids.

   a. Rollers. Furnish the type, size, and number or rollers required for compaction, as approved. Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans. Use additional rollers as required to remove any roller marks.

   b. Air Void Determination. Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination. The Engineer will measure air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be predried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the average air void content of the 2 cores to calculate the in-place air voids at the selected location.

   c. Air Voids Out of Range. If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements. The Engineer may suspend production until the in-place air void content is brought to the required level, and may require a test section as described in Section 340.4.H.1.d, "Test Section."

d. Test Section. Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained. Continue this procedure until a test section with 5% to 9% in-place air voids can be produced. The Engineer will allow only 2 test sections per day. When a test section producing satisfactory in-place air void content is placed, resume full production.

2. Ordinary Compaction Control. Furnish the type, size, and number or rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. When such changes occur, establish a new rolling pattern. Compact the pavement to meet the requirements of the plans and specifications.
When rolling with the 3-wheel, tandem or vibratory rollers, start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. On superelevated curves, begin rolling at the low side and progress toward the high side unless otherwise directed.

J. Irregularities. Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.
At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above.

K. Ride Quality. Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

END OF SECTION 321216

SECTION 321220

PAVING REPAIR AND RESURFACING

PART - GENERAL

1.1 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to repair and resurface pavement. This section shall govern for the repair or replacement of pavement or other improved surfaces damaged or destroyed in performing the construction of water and sewer lines. Construction of such projects below pavement subgrade is covered by Section 312200 TRENCH, EXCAVATION, BACKFILL, AND COMPACTION.

1.2 SUBMITTALS

A. Submittals shall be in accordance with Section 013330, SUBMITTALS and shall include:

1. Proposed material list and sources
2. Experience record of proposed paving subcontractor

1.3 STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. Texas Department of Transportation (TxDOT), Standard Specifications for Construction of Highways, Streets, and Bridges, latest edition.

1.4 JOB CONDITIONS

A. Do not place materials when, in the opinion of the Engineer, weather conditions are unsuitable. Do not place concrete when the temperature is 40 degrees F and falling. Concrete may be placed when temperature is above 35 degrees F and rising. Do not place asphalt or asphaltic concrete when the temperature is below 50 degrees F and falling. Asphalt or asphaltic concrete may be placed when temperature is above 40 degrees F and rising.

PART 2 - PRODUCTS

2.1 MATERIALS

A. CONCRETE PAVEMENT

1. CONCRETE: 3,500 psi.
2. REINFORCING STEEL: Of the same size and spacing as in the existing concrete pavement unless otherwise indicated. New billet steel, deformed bars, conforming to ASTM A615, Grade 60.

B. ASPHALT PAVEMENT

1. HOT MIX ASPHALTIC CONCRETE
   a. HMAC Surface Course: Conforming to TxDOT Standard Specifications, Item 340, Type D.
   b. Asphaltic Materials Used in the Mix: Conforming to TxDOT Standard Specifications, Item 300. The grade of asphalt shall be AC-20. Other grades of asphalt will be considered if weather conditions or mix design appear to warrant a change.
   c. AGGREGATE: Conforming to TxDOT Standard Specification, Item 340.2.
   d. PRIME COAT: Conforming to TxDOT Standard Specifications, Item 300, Grade MC-30, or an appropriate asphalt emulsion.
   e. TACK COAT: Cut-back asphalt RC-2 or MC-2 conforming to ASTM D598, unless otherwise approved by the Engineer.
2. TWO-COURSE SURFACE TREATMENT: Conforming to TxDOT Standard Specifications, Item 316. Asphaltic materials shall conform to TxDOT Standard Specifications, Item 300, AC-10 for hot weather and AC-5 for cooler weather. Aggregates shall conform to TxDOT Standard Specifications, Item 302. First course shall be Grade 1 and second course shall be Grade 2.
3. FLEXIBLE BASE: Of the depth and to the extent shown on the plans. Unless otherwise shown on plans, flexible base shall be one (1) or more of the following listed options:
   a. Flexible Base Material: Conforming to TxDOT Standard Specifications, Item 247, Type A, B, C, or D, Grade 1 or Grade 2.
   b. Full Depth Asphaltic Concrete: Conforming to TxDOT Standard Specifications, Item 340, Type A, B, or C.

PART 3 - EXECUTION

3.1 PREPARATION

A. CONCRETE PAVEMENT

Cut pavement in parallel straight lines a minimum of 1' outside trench walls on each side to permit pavement removal before trench excavation. Make cuts by sawing partial pavement depth to avoid cutting reinforcing steel. After concrete pavement is broken up and removed, cut off existing reinforcing steel to provide a minimum of 30 bar diameters lap with new reinforcing steel on each side and bent back to clear the trench for excavation and pipe laying.

B. ASPHALT PAVEMENT

Cut paved surface in parallel straight lines outside trench walls prior to trench excavation. Before pavement replacement has begun, make additional straight line cuts and remove pavement a minimum of 1' outside trench walls.

C. SUBGRADE

The subgrade, including granular trench backfill, shall be approved by the Engineer before any base

or pavement surface is replaced. Moisten, reshape, and re-compact subgrade as necessary to receive the base material.

3.2 INSTALLATION

A. CONCRETE PAVEMENT REPLACEMENT

1. Install reinforcing steel on the approved subgrade and securely tie in place. Bend down existing reinforcing into proper position and securely tie each bar to new reinforcing bars. Support and tie reinforcing to steel bar chairs or other suitable supporting devices. New reinforcement shall be of equal size and spacing to existing steel, unless otherwise indicated. Install substantial forms to proper grade at pavement edges.
2. Rapidly deposit concrete on the subgrade in successive batches and distribute to the required depth and for the entire width of the pavement by shoveling or other approved methods. Do not use rakes in handling concrete. The placing operation shall be continuous. Level the concrete, as soon as placed, and then struck off and screed to such elevation above grade that when consolidated and finished the surface of the pavement shall be at the proper elevation. Tamp the entire surface and consolidate the concrete so as to insure maximum compaction and a minimum of voids.
3. After final floating and while the concrete is still workable, finish the surface to provide a uniform surface of gritty texture by brooming, use of belting, burlap drags or other approved methods.
4. Cure the concrete with an approved curing compound or other approved means. Concrete pavement shall not be opened to traffic until it has gained sufficient strength to withstand traffic without damage unless approved protective devices are provided. Concrete pavement at an age of seven (7) days or a strength of 2,000 psi may be opened to traffic.

B. FLEXIBLE BASE

1. Where the base course exceeds 6" in thickness, construct the flexible base in two (2) or more courses of equal thickness. Wet, manipulate, and compact material to 95% maximum density as determined by ASTM D698. Where deemed necessary by the Engineer, apply a uniform application of prime coat asphaltic material to the surface of the prepared subgrade, applied at a rate of not less than 0.30 gallon per square yard of surface.
2. Where plant mix asphalt material is used for base, construction shall be in accordance with TxDOT Standard Specifications, Item 351, as applicable to small areas.

C. ASPHALT PAVEMENT REPLACEMENT

1. HOT MIX ASPHALTIC CONCRETE: Apply prime coat to base or tack coat base as indicated. Coat contact surfaces of pavement edges and structures with asphalt before any pavement is placed. Do not place pavement until the Engineer has approved the base. Hauling or transporting of the material to the project site, placing, compaction, and shaping shall be in accordance with TxDOT Standard Specification Item 340.6 as applicable for small areas. After final compaction of the pavement, no vehicular traffic of any kind shall be permitted until the pavement has cooled and hardened for at least six (6) hours. Smooth the finished surface course, upon completion of final rolling true to grade and cross section. Immediately correct low or defective areas by cutting out the faulty areas and replacing with fresh, hot mixture. Compact

the area to conform to the remainder of the pavement.

2. TWO-COURSE ASPHALT SURFACE TREATMENT: On the approved surface of the finished base, asphalt at the rate of 0.20 to 0.30 gallons per square yard shall be applied by an approved distributor so operated to result in a uniform, proper distribution at the correct temperature. Immediately cover the surface with No. 1 aggregate, distribute at a rate of one cubic yard per 80 square yards, broom as necessary for uniform distribution, and roll with a flat wheel roller of ample weight. Make a second application of asphalt in the manner specified for the first application, at a rate of 0.30 to 0.40 gallon per square yard. Make the second application with No. 2 aggregate at a rate of one cubic yard per 110 square yards and process as specified for the first application. After the work has been completed, there should be a slight excess of aggregate on the surface.

D. OTHER IMPROVED SURFACES

Where water, storm drains, or sewer lines to be constructed traverse or cross through gravel surfaced public roads or shoulders, or private dirt or gravel driveways or parking areas, replace the surface with a quality material, workmanship and at a thickness at least equal to the existing surfaces.

END OF SECTION 321220

SECTION 321260

ASPHALTS, OILS AND EMULSIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Refer to the Material Inspection Guide (maintained by the Construction Division), Section 11. "Asphalt Inspection, Quality Control and Quality Assurance," for sampling and testing requirements. Acronyms used in this Item are defined in Table 1.

Table 1
Acronyms

Acronym	Definition
Test Procedure Designations	
Tex	Department
T or R	AASHTO
D	ASTM
Polymer Modifier Designations	
P	polymer-modified
SBR or L	styrene-butadiene rubber (latex)
SBS	styrene-butadiene-styrene block co-polymer
TR	tire rubber (from ambient temperature grinding of truck and passenger tires)
AC	asphalt cement
AE	asphalt emulsion
AE-P	asphalt emulsion prime
A-R	asphalt-rubber
C	cationic
EAP&T	emulsified asphalt prime and tack
H-suffix	harder residue (lower penetration)
HF	high float
MC	medium-curing

Table 1 (continued)
Acronyms

Acronym	Definition
MS	medium-setting
PCE	prime, cure, and erosion control
PG	performance grade
RC	rapid-curing
RS	rapid-setting
S-suffix	stockpile usage
SCM	special cutback material
SS	slow-setting

A. Asphalt Cement. Asphalt cement must be homogeneous, water-free, and nonfoaming when heated to 347°F, and must meet Table 2 requirements.

Table 2
Asphalt Cement

Property	Test Procedure	Viscosity Grade									
		AC-0.6		AC-1.5		AC-3		AC-5		AC-10	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity	T 202										
140°F, poise		40	80	100	200	250	350	400	600	800	1,200
275°F, poise		0.4	–	0.7	–	1.1	–	1.4	–	1.9	–
Penetration, 77°F, 100g, 5 sec.	T 49	350	–	250	–	210	–	135	–	85	–
Flash point, C.O.C., °F	T 48	425	–	425	–	425	–	425	–	450	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.		Neg.	
Tests on residue from Thin-Film Oven Test:	T 179										
Viscosity, 140°F, poise	T 202	–	180	–	450	–	900	–	1,500	–	3,000
Ductility[1], 77°F 5 cm/min., cm	T 51	100	–	100	–	100	–	100	–	100	–

1. If AC-0.6 or AC-1.5 ductility at 77°F is less than 100 cm, material is acceptable if ductility at 60°F is more than 100 cm.

A. Polymer-Modified Asphalt Cement. Polymer-modified asphalt cement must be smooth and homogeneous, and comply with the requirements of Table 3. If requested, supply samples of the base asphalt cement and polymer additives.

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade							
		AC-5 w/2% SBR		AC-10 w/2% SBR		AC-15P		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max
Polymer		SBR		SBR		SBS		TR	
Polymer content, % (solids basis)	Tex-533-C	2.0	–	2.0	–	3.0	–	5.0	–
Dynamic shear, G*/sin δ, 64°C, 10 rad/s, kPa	T 315	–	–	–	–	–	–	1.0	–
Viscosity 140°F, poise	T 202	700	–	1,300	–	1,500	–	2,000	–
275°F, poise	T 202	–	7.0	–	8.0	–	8.0	–	10.0
Penetration, 77°F, 100 g, 5 sec.	T 49	120	–	80	–	100	150	75	115
Ductility, 5cm/min., 39.2°F, cm	T 51	70	–	60	–	–	–	–	–
Elastic recovery, 50°F, %	Tex-539-C	–	–	–	–	55	–	55	–
Softening point, °F	T 53	–	–	–	–	–	–	120	–
Polymer separation, 48 hr.	Tex-540-C	None		None		None		None	
Flash point, C.O.C., °F	T 48	425	–	425	–	425	–	425	–
Tests on residue from Thin-Film Oven Test: Retained penetration ratio, 77°F	T 179 T 49	–	–	–	–	0.60	1.00	0.60	1.00
Tests on residue from RTFOT aging and pressure aging: Creep stiffness	Tex-541-C and R 28 T 313								
S, -18°C, MPa		–	–	–	–	–	–	–	300
m-value, -18°C		–	–	–	–	–	–	0.300	–

C. Cutback Asphalt. Cutback asphalt must meet the requirements of Tables 4, 5, and 6 for the specified type and grade. If requested, supply samples of the base asphalt cement and polymer additives.

Table 4
Rapid-Curing Cutback Asphalt

Property	Test Procedure	Type–Grade					
		RC-250		RC-800		RC-3000	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	250	400	800	1,600	3,000	6,000
Water, %	T 55	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	80	–	80	–	80	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		40	75	35	70	20	55
to 500°F		65	90	55	85	45	75
to 600°F		85	–	80	–	70	–
Residue from distillation, volume %		70	–	75	–	82	–
Tests on distillation residue:							
Penetration, 100 g, 5 sec., 77°F	T 49	80	120	80	120	80	120
Ductility, 5 cm/min., 77°F, cm	T 51	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.	

Table 5
Medium-Curing Cutback Asphalt

Property	Test Procedure	Type–Grade							
		MC-30		MC-250		MC-800		MC-3000	
		Min	Max	Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	30	60	250	500	800	1,600	3,000	6,000
Water, %	T 55	–	0.2	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	100	–	150	–	150	–	150	–
Distillation test:	T 78								
Distillate, percentage by volume of total distillate to 680°F									
to 437°F		–	25	–	10	–	–	–	–
to 500°F		40	70	15	55	–	35	–	15
to 600°F		75	93	60	87	45	80	15	75
Residue from distillation, volume %		50	–	67	–	75	–	80	–
Tests on distillation residue:									
Penetration, 100 g, 5 sec., 77°F	T 49	120	250	120	250	120	250	120	250
Ductility, 5 cm/min., 77°F, cm[1]	T 51	100	–	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.	

Table 6
Special-Use Cutback Asphalt

Property	Test Procedure	Type–Grade					
		MC-2400L		SCM I		SCM II	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	2,400	4,800	500	1,000	1,000	2,000
Water, %	T 55	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	150	–	175	–	175	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		–	–	–	–	–	–
to 500°F		–	35	–	0.5	–	0.5
to 600°F		35	80	20	60	15	50
Residue from distillation, volume %		78	–	76	–	82	–
Tests on distillation residue:							
Polymer		SBR		–		–	
Polymer content, % (solids basis)	Tex-533-C	2.0	–	–	–	–	–
Penetration, 100 g, 5 sec., 77°F	T 49	150	300	180	–	180	–
Ductility, 5 cm/min., 39.2°F, cm	T 51	50	–	–	–	–	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–

D. Emulsified Asphalt. Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 7
Emulsified Asphalt

Property	Test Procedure	Type–Grade									
		Rapid-Setting		Medium-Setting				Slow-Setting			
		HFRS-2		MS-2		AES-300		SS-1		SS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72										
77°F, sec.		–	–	–	–	75	400	20	100	20	100
122°F, sec.		150	400	100	300	–	–	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Miscibility	T 59	–		–		–		Pass		Pass	
Cement mixing, %	T 59	–	–	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance:	T 59										
dry aggregate/after spray		–		–		Good/Fair		–		–	
wet aggregate/after spray		–		–		Fair/Fair		–		–	
Demulsibility, 35 ml of 0.02 N $CaCl_2$, %	T 59	50	–	–	30	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1
Freezing test, 3 cycles[1]	T 59	–		Pass		–		Pass		Pass	
Distillation test:	T 59										
Residue by distillation, % by wt.		65	–	65	–	65	–	60	–	60	–
Oil distillate, % by volume of emulsion		–	0.5	–	0.5	–	5	–	0.5	–	0.5
Tests on residue from distillation:											
Penetration, 77°F, 100 g, 5 sec.	T 49	100	140	120	160	300	–	120	160	70	100
Solubility in trichloroethylene, %	T 44	97.5	–	97.5		97.5	–	97.5	–	97.5	–
Ductility, 77°F, 5 cm/min., cm	T 51	100	–	100		–	–	100	–	80	–
Float test, 140°F, sec.	T 50	1,200	–	–		1,200	–	–	–	–	–

1. Applies only when the Engineer designates material for winter use.

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type–Grade											
		Rapid-Setting				Medium-Setting				Slow-Setting			
		CRS-2		CRS-2H		CMS-2		CMS-2S		CSS-1		CSS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72												
77°F, sec.		–	–	–	–	–	–	–	–	20	100	20	100
122°F, sec.		150	400	150	400	100	300	100	300	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Cement mixing, %	T 59	–	–	–	–	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance:	T 59												
dry aggregate/after spray		–		–		Good/Fair		Good/Fair		–		–	
wet aggregate/after spray		–		–		Fair/Fair		Fair/Fair		–		–	
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	70	–	70	–	–	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1	–	1
Particle charge	T 59	Positive		Positive		Positive		Positive		Positive		Positive	
Distillation test:	T 59												
Residue by distillation, % by wt.		65	–	65	–	65	–	65	–	60	–	60	–
Oil distillate, % by volume of emulsion		–	0.5	–	0.5	–	7	–	5	–	0.5	–	0.5
Tests on residue from distillation:													
Penetration, 77°F, 100 g, 5 sec.	T 49	120	160	70	110	120	200	300	–	120	160	70	110
Solubility in trichloroethylene, %	T 44	97.5	–	97.5	–	97.5	–	97.5	–	97.5	–	97.5	–
Ductility, 77°F, 5 cm/min., cm	T 51	100	–	80	–	100	–	–	–	100	–	80	–

Table 9
Polymer-Modified Emulsified Asphalt

Property	Test Procedure	Type–Grade											
		Rapid-Setting				Medium-Setting				Slow-Setting			
		RS-1P		HFRS-2P		AES-150P		AES-300P		AES-300S		SS-1P	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72												
77°F, sec.		–	–	–	–	75	400	75	400	75	400	30	100
122°F, sec.		50	200	150	400	–	–	–	–	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Miscibility	T 59	–		–		–		–		–		Pass	
Coating ability and water resistance:	T 59												
dry aggregate/after spray		–		–		Good/Fair		Good/Fair		Good/Fair		–	
wet aggregate/after spray		–		–		Fair/Fair		Fair/Fair		Fair/Fair		–	
Demulsibility, 35 ml of 0.02 N $CaCl_2$, %	T 59	60	–	50	–	–	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1	–	1
Breaking index, g	Tex-542-C	–	80	–	–	–	–	–	–	–	–	–	–
Distillation test:[1]	T 59												
Residue by distillation, % by wt.		65	–	65	–	65	–	65	–	65	–	60	–
Oil distillate, % by volume of emulsion		–	3	–	0.5	–	3	–	5	–	7	–	0.5
Tests on residue from distillation:													
Polymer content, wt. % (solids basis)	Tex-533-C	–	–	3.0	–	–	–	–	–	–	–	3.0	–
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	140	150	300	300	–	300	–	100	140
Solubility in trichloroethylene, %	T 44	97.0	–	97.0	–	97.0	–	97.0	–	97.0	–	97.0	–
Viscosity, 140°F, poise	T 202	–	–	1,500	–	–	–	–	–	–	–	1,300	–
Float test, 140°F, sec.	T 50	–	–	1,200	–	1,200	–	1,200	–	1,200	–	–	–
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	–	–	50	–	–	–	–	–	–	–	50	–
Elastic recovery[2], 50°F, %	Tex-539-C	55	–	55	–	–	–	–	–	–	–	–	–

Property	Test	Type–Grade											
Tests on RTFO curing of distillation residue	Tex-541-C												
Elastic recovery, 50°F, %	Tex-539-C	–	–	–	–	50	–	50	–	30	–	–	–

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.
2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

Table 10
Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade					
		Rapid-Setting				Slow-Setting	
		CRS-1P		CRS-2P		CSS-1P	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72						
77°F, sec.		–	–	–	–	20	100
122°F, sec.		50	150	150	400	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	–	70	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1
Breaking index, g	Tex-542-C	–	80	–	–	–	–
Particle charge	T 59	Positive		Positive		Positive	
Distillation test:[1]	T 59						
Residue by distillation, % by weight		65	–	65	–	62	–
Oil distillate, % by volume of emulsion		–	3	–	0.5	–	0.5
Tests on residue from distillation:							
Polymer content, wt. % (solids basis)	Tex-533-C	–	–	3.0	–	3.0	–
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	55	90
Viscosity, 140°F, poise	T 202	–	–	1,300	–	–	–
Solubility in trichloroethylene, %	T 44	97.0	–	97.0	–	97.0	–
Softening point, °F	T 53	–	–	–	–	135	–
Ductility, 77°F, 5 cm/min., cm	T 51	–	–	–	–	70	–
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	–	–	50	–	–	–
Elastic recovery[2], 50°F, %	Tex-539-C	45	–	55	–	–	–

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.
2. CRS-2P must meet one of either the ductility or elastic recovery requirements.

E. Specialty Emulsions. Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11

Table 11

Specialty Emulsions

Property	Test Procedure	Type–Grade					
		Medium-Setting				Slow-Setting	
		AE–P		EAP&T		PCE[1]	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72						
77°F, sec.		–	–	–	–	10	100
122°F, sec.		15	150	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1
Miscibility[2]	T 59	–		Pass		Pass	
Demulsibility, 35 ml of 0.10 N $CaCl_2$, %	T 59	–	70	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	–
Particle size[5], % by volume < 2.5 □m	Tex-238-F[3]	–	–	90	–	90	–
Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F:	T 59 & T 78						
Residue after both distillations, % by wt.		40	–	–	–	–	–
Total oil distillate from both distillations, % by volume of emulsion		25	40	–	–	–	–
Residue by distillation, % by wt.	T 59	–	–	60	–	–	–
Residue by evaporation[4], % by wt.	T 59	–	–	–	–	60	–
Tests on residue after all distillation(s):							
Viscosity, 140°F, poise	T 202	–	–	800	–	–	–
Kinematic viscosity[5], 140°F, cSt	T 201	–	–	–	–	100	350
Flash point C.O.C., °F	T 48	–	–	–	–	400	–
Solubility in trichloroethylene, %	T 44	97.5	–	–	–	–	–
Float test, 122°F, sec.	T 50	50	200	–	–	–	–

1. Supply with each shipment of PCE:
a) a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;
b) a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or PCBs have been mixed with the product; and
c) a Material Safety Data Sheet.
2. Exception to T 59: In dilution, use 350 ml of distilled or deionized water and a 1,000-ml beaker.
3. Use Tex-238-F, beginning at "Particle Size Analysis by Laser Diffraction," with distilled or deionized water as a medium and no dispersant, or use another approved method.
4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.
5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

F. Recycling Agent. Recycling agent and emulsified recycling agent must meet the requirements in Table 12. Additionally, recycling agent and residue from emulsified recycling agent, when added in the specified proportions to the recycled asphalt, must meet the properties specified on the plans.

Table 12
Recycling Agent and Emulsified Recycling Agent

Property	Test Procedure	Recycling Agent		Emulsified Recycling Agent	
		Min	Max	Min	Max
Viscosity, Saybolt Furol, 77°F, sec.	T 72	–	–	15	100
Sieve test, %	T 59	–	–	–	0.1
Miscibility[1]	T 59	–		No coagulation	
Residue by evaporation[2], % by wt.	T 59	–	–	60	–
Tests on recycling agent or residue from evaporation:					
Flash point, C.O.C., °F	T 48	400	–	400	–
Kinematic viscosity,	T 201				
140°F, cSt		75	200	75	200
275°F, cSt		–	10.0	–	10.0

1. Exception to T 59: Use 0.02 N $CaCl_2$ solution in place of water.
2. Exception to T 59: Maintain sample at 300°F until foaming ceases, then cool and weigh.

G. Crumb Rubber Modifier. Crumb rubber modifier (CRM) consists of automobile and truck tires processed by ambient temperature grinding.

CRM must be:

- free from contaminants including fabric, metal, and mineral and other nonrubber substances;
- free-flowing; and
- nonfoaming when added to hot asphalt binder.

When tested in accordance with Tex-200-F, Part I, using a 50-g sample, the rubber gradation must meet the requirements of the grades in Table 13.

Table 13
CRM Gradations

Sieve Size (% Passing)	Grade A		Grade B		Grade C		Grade D	Grade E
	Min	Max	Min	Max	Min	Max		
#8	100	–	–	–	–	–	As shown on the plans	As approved
#10	95	100	100	–	–	–		
#16	–	–	70	100	100	–		
#30	–	–	25	60	90	100		
#40	–	–	–	–	45	100		
#50	0	10	–	–	–	–		
#200	–	–	0	5	–	–		

H. Crack Sealer. Polymer modified asphalt-emulsion crack sealer must meet the requirements of Table 14. Rubber-asphalt crack sealer must meet the requirements of Table 15.

Table 14
Polymer-Modified Asphalt Emulsion Crack Sealer

Property	Test Procedure	Min	Max
Rotational viscosity, 77°F, cP	D 2196, Method A	10,000	25,000
Sieve test, %	T 59	–	0.1
Storage stability, 1 day, %	T 59	–	1
Evaporation Residue by evaporation, % by wt.	Tex-543-C	65	–
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec. Softening point, °F Ductility, 39.2°F, 5 cm/min., cm	 T 49 T 53 T 51	 35 140 100	 75 – –

Table 15
Rubber-Asphalt Crack Sealer

Property	Test Procedure	Class A		Class B	
		Min	Max	Min	Max
CRM content, Grade A or B, % by wt.	Tex-544-C	22	26	–	–
CRM content, Grade B, % by wt.	Tex-544-C	–	–	13	17
Virgin rubber content[1], % by wt.		–	–	2	–
Flash point[2], COC, °F	T 48	400	–	400	–
Penetration[3], 77°F, 150 g, 5 sec.	T 49	30	50	30	50
Penetration[3], 32°F, 200 g, 60 sec.	T 49	12	–	12	–
Softening point, °F	T 53	–	–	170	–
Bond[4]	D5329	–		Pass	

1. Provide certification that the min. % virgin rubber was added.
2. Before passing the test flame over the cup, agitate the sealing compound with a 3/8- to 1/2-in. (9.5- to 12.7-mm) wide, square-end metal spatula in a manner so as to bring the material on the bottom of the cup to the surface, i.e., turn the material over. Start at one side of the thermometer, move around to the other, and then return to the starting point using 8 to 10 rapid circular strokes. Accomplish agitation in 3 to 4 sec. Pass the test flame over the cup immediately after stirring is completed.
3. Exception to T 49: Substitute the cone specified in ASTM D 217 for the penetration needle.
4. No crack in the crack sealing materials or break in the bond between the sealer and the mortar blocks over 1/4 in. deep for any specimen after completion of the test.

I. Asphalt-Rubber Binders. Asphalt-rubber (A-R) binders are mixtures of asphalt binder and CRM, which have been reacted at elevated temperatures. The A-R binders meet D 6114 and contain a minimum of 15% CRM by weight. Types I or II, containing CRM Grade C, are used for hot mixed aggregate mixtures. Types II or III, containing CRM Grade B, are used for surface treatment binder. Table 16 describes required binder properties.

Table 16
A-R Binders

Property	Test Procedure	Binder Type					
		Type I		Type II		Type III	
		Min	Max	Min	Max	Min	Max
Apparent viscosity, 347°F, cP	D 2196, Method A	1,500	5,000	1,500	5,000	1,500	5,000
Penetration, 77°F, 100 g, 5 sec.	T 49	25	75	25	75	50	100
Penetration, 39.2°F, 200 g, 60 sec.	T 49	10	–	15	–	25	–
Softening point, °F	T 53	135	–	130	–	125	–
Resilience, 77°F, %	D 5329	25	–	20	–	10	–
Flash point, C.O.C., °F	T 48	450	–	450	–	450	–
Tests on residue from Thin-Film Oven Test:	T 179						
Retained penetration ratio, 39.2°F, 200 g, 60 sec., % of original	T 49	75	–	75	–	75	–

J. Performance-Graded Binders. PG binders must be smooth and homogeneous, show no separation when tested in accordance with Tex-540-C, and meet Table 17 requirements.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant either by injection in the asphalt line or mixer,
- the binder is blended on site in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot mix plant after the addition of modifiers.

Table 17
Performance-Graded Binders

Property and Test Method	Performance Grade																		
	PG 58			PG 64				PG 70				PG 76				PG 82			
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	
Average 7-day max pavement design temperature, °C[1]	< 58			< 64				< 70				< 76				< 82			
Min pavement design temperature, °C[1]	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28	
ORIGINAL BINDER																			
Flash point, T 48, Min, °C	230																		
Viscosity, T 316:[2,3] Max, 3.0 Pa·s, test temperature, °C	135																		
Dynamic shear, T 315:[4] G*/sin(□□, Min, 1.00 kPa Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
Elastic recovery, D 6084, 50°F, % Min	–	–	30	–	–	30	50	–	30	50	60	30	50	60	70	50	60	70	
ROLLING THIN-FILM OVEN (Tex-541-C)																			
Mass loss, Tex-541-C, Max, %	1.0																		
Dynamic shear, T 315: G*/sin(□□, Min, 2.20 kPa Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
PRESSURE AGING VESSEL (PAV) RESIDUE (R 28)																			
PAV aging temperature, °C	100																		
Dynamic shear, T 315: G*/sin(□□, Max, 5000 kPa Test temperature @ 10 rad/sec., °C	25	22	19	28	25	22	19	28	25	22	19	28	25	22	19	28	25	22	

Table 17
Performance-Graded Binders

Property and Test Method	Performance Grade																		
	PG 58			PG 64				PG 70				PG 76				PG 82		
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28
Average 7-day max pavement design temperature, °C[1]	< 58			< 64				< 70				< 76				< 82		
Min pavement design temperature, °C[1]	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28	>-34	>-16	>-22	>-28
Creep stiffness, T 313:[5,6]	-	-	-	-	-	-	-	-	-	-	-	-6	-	-	-	-	-	-
S, max, 300 MPa, *m*-value, min, 0.300 Test temperature @ 60 sec., °C	12	18	24	6	12	18	24	6	12	18	24		12	18	24	6	12	18
Direct tension, T 314:[6]	-	-	-	-	-	-	-	-	-	-	-	-6	-	-	-	-	-	-
Failure strain, min, 1.0% Test temperature 1.0 mm/min., °C	12	18	24	6	12	18	24	6	12	18	24		12	18	24	6	12	18

1. Pavement temperatures are estimated from air temperatures using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or by following the procedures outlined in AASHTO MP 2 and PP 28.

2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).

3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.

4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(□) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).

5. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.

6. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The *m*-value requirement must be satisfied in both cases.

2.2 EQUIPMENT

A. Provide all equipment necessary to transport, store, sample, heat, apply, and incorporate asphalts, oils and emulsions.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. Typical Material Use. Table 18 shows typical materials used for specific applications, Theses are typical uses only. Circumstances may require use of other material.

Table 18
Typical Material Use

Material Application	Typically Used Materials
Hot-mixed, hot-laid asphalt mixtures	PG binders, A-R binders Types I and II
Surface treatment	AC-5, AC-10, AC-5 w/2% SBR, AC-10 w/2% SBR, AC-15P, AC-20-5TR, HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, A-R binders Types II and III
Surface treatment (cool weather)	RS-1P, CRS-1P, RC-250, RC-800, RC-3000, MC-250, MC-800, MC-3000, MC-2400L
Precoating	AC-5, AC-10, PG 64-22, SS-1, SS-1H, CSS-1, CSS-1H
Tack coat	PG Binders, SS-1H, CSS-1H, EAP&T
Fog seal	SS-1, SS-1H, CSS-1, CSS-1H
Hot-mixed, cold-laid asphalt mixtures	AC-0.6, AC-1.5, AC-3, AES-300, AES-300P, CMS-2, CMS-2S
Patching mix	MC-800, SCM I, SCM II, AES-300S
Recycling	AC-0.6, AC-1.5, AC-3, AES-150P, AES-300P, recycling agent, emulsified recycling agent
Crack sealing	SS-1P, polymer mod AE crack sealant, rubber asphalt crack sealers (Class A, Class B)
Microsurfacing	CSS-1P
Prime	MC-30, AE-P, EAP&T, PCE
Curing membrane	SS-1, SS-1H, CSS-1, CSS-1H, PCE
Erosion control	SS-1, SS-1H, CSS-1, CSS-1H, PCE

B. Storage and Application Temperatures. Use storage and application temperatures in accordance with Table 19. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supercede those of Table 19.

Table 19
Storage and Application Temperatures

Type–Grade	Application		Storage Maximum (°F)
	Recommended Range, °F	Maximum Allowable (°F)	
AC-0.6, AC-1.5, AC-3	200–300	350	350
AC-5, AC-10	275–350	350	350
AC-5 w/2% SBR, AC-10 w/2% SBR, AC-15P, AC-20-5TR	300–375	375	360
RC-250	125–180	200	200
RC-800	170–230	260	260
RC-3000	215–275	285	285
MC-30, AE-P	70–150	175	175
MC-250	125–210	240	240
MC-800, SCM I, SCM II	175–260	275	275
MC-3000, MC-2400L	225–275	290	290
HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, CMS-2, CMS-2S, AES-300, AES-300S, AES-150P, AES-300P	120–160	180	180
SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T, SS-1P, RS-1P, CRS-1P, CSS-1P, recycling agent, emulsified recycling agent, polymer mod AE crack sealant	50–130	140	140
PG binders	275–350	350	350
Rubber asphalt crack sealers (Class A, Class B)	350–375	400	–
A-R binders Types I, II, and III	325–425	425	425

END OF SECTION 312100

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 321270 - FLEXIBLE BASE

PART I - GENERAL

1.1 DESCRIPTION

A. Construct a foundation course composed of flexible base.

PART 2 -PRODUCTS

2.1 MATERIALS

A. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

B. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source much meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi lateral pressure 0 psi lateral pressure 15 psi		 45 175	 35 175	 – –	As shown on the plans

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation. When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

   The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. Material Types. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.
   a. Type A. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
   b. Type B. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
   c. Type C. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
   d. Type D. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
   e. Type E. As shown on the plans.

3. Recycled Material. Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
   a. Limits on Percentage. When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
   b. Recycled Material (Including Crushed Concrete) Requirements.
      1) Contractor Furnished Recycled Materials. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
      2) Department Furnished Required Recycled Materials. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
         - Department required recycled material will not be subject to the requirements in Table 1,
         - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
         - the final product, blended, will be subject to the requirements in Table 1, and
         - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

3) Department Furnished and Allowed Recycled Materials. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

c. Recycled Material Sources. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. Water. Furnish water free of industrial wastes and other objectionable matter.

C. Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

2.2 EQUIPMENT

A. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

B. Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

C. Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

1. Ordinary Compaction. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

2. Density Control. Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

   The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

END OF SECTION 321270

SECTION 321280

PRIME COAT

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION

A. Prepare and treat existing or newly constructed surface with a bituminous material. Apply blotter material as required.

PART 2- PRODUCTS

2.1 MATERIALS

A. Bituminous: Use material of the type and grade shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions."

B. Blotter: Unless otherwise shown on the plans or approved, use either base course sweepings obtained from cleaning the base or native sand as blotter materials.

2.2 EQUIPMENT

A. Provide applicable equipment in accordance with Article 316.3, "Equipment."

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. General: Apply the mixture when the air temperature is 60°F and above, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application. Do not permit traffic, hauling, or placement of subsequent courses over freshly constructed prime coats. Maintain the primed surface until placement of subsequent courses or acceptance of the work.

B. Surface Preparation: Prepare the surface by sweeping or other approved methods. When directed, before applying bituminous material, lightly sprinkle the surface with water to control dust and ensure absorption.

C. Application:

1. Bituminous. The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply material within 15°F of the selected temperature. Distribute the material smoothly and evenly at the rate selected by the Engineer. When directed, roll the freshly applied prime coat with a pneumatic-tire roller to ensure penetration.

2. Blotter. Spread blotter material before allowing traffic to use a primed surface. When "Prime Coat and Blotter" is shown on the plans as a bid item, apply blotter material to primed surface

at the rate shown in the plans or as directed. When "Prime Coat" is shown on the plans as a bid item, apply blotter to spot locations or as directed to accommodate traffic movement through the work area. Remove blotter material before placing the surface. Dispose of blotter material according to applicable state and federal requirements.

END OF SECTION 321280

SECTION 32 13 13

CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 The General Conditions, Special Provisions and applicable requirements of Division 1 - General Requirements are hereby made a part of this section.

1.2 SCOPE: This work consists of street pavement, sidewalk, curb and gutter or rip rap slope pavement composed of Portland Cement Concrete with or without reinforcement, constructed on subgrade or base courses prepared in accordance with these specifications and to the lines, grades, thicknesses and typical cross-sections shown on the plans. Reinforcement, when required, will be subsidiary to the specified Concrete Pavement.

1.3 Submittals shall be in accordance with Section 01 33 00 - SUBMITTALS, and shall include:

A. Manufacturer's Literature: Descriptive data of installation methods and procedures.
B. Certificates: Manufacturer's certification that materials meet specification requirements.

PART 2 - PRODUCTS

2.1 Portland cement concrete shall conform to the requirements of this section for each type and strength indicated in the plans.

2.2 JOINT FILLER AND SEALER: Joint sealants and expansion joint filler materials shall conform to "Item #433, JOINT SEALANTS & FILLERS" in the 1993 edition of TXDOT Standard Specifications for Construction of Highways, Streets and Bridges.

2.3 STEEL REINFORCEMENT: Reinforcing bars shall conform to the requirements of AASHTO M31 or M53, Grade 60. Fabricated bar mats may be used if they conform to the requirements of AASHTO M54.

2.4 DOWELS AND TIE BARS: Dowels and tie bars shall conform to the requirements of AASHTO M31 or M53, Grade 60 or Grade 40, as specified on the plans. Tie bars shall be deformed meeting the requirements of AASHTO M31 or M53. Dowel and tie bars may conform to the requirements of AASHTO M 42, except that rail steel shall not be used for tie bars that are to be bent or restraightened during construction. Dowel bars shall be plain round bars of the size specified and the ends shall be sawed. Before delivery to the construction site, a minimum of two-thirds of the length of each dowel bar shall be painted with one coat of lead or tar paint. Prior to placement of concrete, the dowels shall be coated with grease if specified on the plans.

2.5 WATER: Water used in mixing or curing shall be as clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product as possible. Water will be tested in accordance with the requirements of AASHTO Method T26. Water known to be of potable quality may be used without testing.

2.6 COVER MATERIALS FOR CURING: Curing materials shall conform to one of the following specifications:

A. "Sheet Materials for Curing Concrete" shall conform to AASHTO M171.

B. "Burlap Cloth Made from Jute or Kenat" shall conform to AASHTO M182, Class 3.

C. "Liquid Membrane - Forming Compounds for Curing Concrete" shall conform to AASHTO M148, Type 2 (all-resin base), or Federal Specification TT-C-800, Type 2. Liquid Membrane shall be delivered and stored in bulk. Bulk storage shall be equipped with an agitator. All membranes shall be pigmented to allow visible inspection of coverage.

2.7 POZZOLANIC ADMIXTURE: The use of fly ash as a partial replacement for cement in pavement mix designs, at the rate specified in this paragraph will be allowed at the Contractor's option. Pozzolanic admixtures shall be fly ash meeting the requirements of ASTM C-618; Type C except loss on ignition shall not exceed three (3) percent. When fly ash is used as a partial replacement for cement, the minimum cement content may be met by considering portland cement plus fly ash as the total cementitious component. The replacement rate should not exceed 15 percent.

PART 3 - EXECUTION

3.1 EQUIPMENT: Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition. The equipment shall be at the job site before the start of construction operations for examination and approval.

A. Batching Plant and Equipment.

1. General. The batching plant shall include bins, weighing hoppers, and scales for the fine aggregate and coarse aggregate. If bulk cement is used, a bin, hopper, and a separate scale for cement shall be included. The weighing hoppers shall be properly sealed and vented to preclude dusting during operation.

2. Bins and Hopper. Bins with adequate separate compartments for fine aggregate and coarse aggregate shall be provided in the batching plant. Each compartment shall discharge efficiently and freely into the weighing hopper. Means of control shall be provided so that, as the quantity desired in the weighing hopper is approached, the material may be added slowly and shut off with precision. A port or other opening for removing an overload of any one of the several materials from the hopper shall be provided. Weighing hoppers shall be constructed to eliminate accumulations of materials and to discharge fully.

3. Scales. The scales for weighing aggregates and cement shall be of either the beam or the springless dial type. They shall be accurate within 0.5 percent throughout their range of use. When beam-type scales are used, provisions such as a "telltale" dial shall be made for indicating to the operator that the required load in the weighing hopper is being approached. A device on the weighing beams shall clearly indicate critical position. Poises shall be designed to be locked in any position and to prevent

unauthorized change. The weight beam and "telltale" device shall be in full view of the operator while charging the hopper, and the operator shall have convenient access to all controls.

Scales shall be inspected and sealed as often as the Engineer may deem necessary to assure their continued accuracy. The Contractor shall have on hand not less than ten 50-pound (23 kg) weights for testing of all scales when directed by the Engineer.

B. Mixers.

1. General. Concrete may be mixed at a central plant, or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

   A device accurate within 3 percent and satisfactory to the Engineer shall be provided at the mixer for determining the amount of air-entraining agent or other admixture to be added to each batch requiring such admixtures.

   Mixers shall be examined daily for the accumulation of hard concrete or mortar and the wear of blades.

2. Central Plant Mixer. Mixing shall be in an approved mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the specified mixing period, and of discharging the mixture without segregation. Central plant mixers shall be equipped with an acceptable timing device that will not permit the batch to be discharged until the specified mixing time has elapsed. The water system for a central mixer shall be either a calibrated measuring tank or a meter and shall not necessarily be an integral part of the mixer.

   The mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4-inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

3. Truck Mixers and Truck Agitators. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall conform to the requirements of ASTM C94.

C. Finishing Equipment.

1. Finishing Machine. The finishing machine shall be equipped with one or more oscillating-type transverse screeds.

2. Vibrators. For side-form construction, vibrators may be either the surface pan type for pavements less than 8 inches (20 cm) thick or the internal type with either immersed tube or multiple spuds, for the full width of the concrete slab. They may be attached to the spreader or the finishing machine, or they may be mounted on a separate carriage. They shall not come in contact with the joint, load-transfer devices, subgrade, or side forms. The frequency of the surface vibrators shall not be less than 3,500 vibrations per minute, and the frequency of the internal type shall not be less than 7,000 vibrations per minute for spud vibrators. When spud-type internal vibrators are used adjacent to the side forms, they shall have a frequency of not less than 3,500 vibrations per minute. Hand vibrators should be used to consolidate the concrete along forms and other isolated areas.

   For slip-form construction, the paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed. Vibration shall be accomplished by internal vibrators with a frequency range variable between 7,000 and 12,000 vibrations per minute. The amplitude of vibration shall be between 0.025 (0.6 mm) and 0.06 (1.5 mm) inches.

   The number, spacing, frequency, and eccentric weights shall be provided as necessary to achieve an acceptable concrete density and finishing quality. Adequate power to operate all vibrators at the weight and frequency required for a satisfactory finish shall be available on the paver. The internal vibrators may be supplemented by vibrating screeds operating on the surface of the concrete. The frequency of surface vibrators shall not be less than 3,500 vibrations per minute. The Contractor shall furnish a tachometer or other suitable device for measuring the frequency of the vibrators. The vibrators and tamping elements shall be automatically controlled so that they shall be stopped as forward motion ceases. Any override switch shall be of the springloaded, momentary contact type.

   For hand placed pavement the contractor shall consolidate concrete with the use of a hand held vibrator regardless of the type of strike off machinery used. Vibration shall be done to sufficiently remove air voids and consolidate concrete around reinforcing steel and side forms. **VIBRATORS SHALL NOT BE USED TO DISTRIBUTE CONCRETE.** The contractor shall limit disturbances of consolidated concrete during strike-off and finishing by using adequately sized floats and straight edges as approved by the Engineer. Vibrators, floats, and finishing tools to be on job site at all times during concrete placement.

3. Concrete Saw. When sawing of joints is specified, the Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions and at the required rate. The Contractor shall provide at least one standby saw in good working order. An ample supply of saw blades shall be maintained at the site of the work at all times during sawing operations. The Contractor shall provide adequate artificial lighting facilities for night sawing. All of this equipment shall be on the job both before and at all times during concrete placement.

4. Forms. Straight side forms shall be made of steel having a thickness of not less than 7/32 inch (6 mm) and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall have a depth equal to the prescribed edge thickness of the concrete without horizontal joint, and a base width equal to the depth of the forms. Flexible or curved forms of proper radius shall be used for curves of 100-foot (31 m) radius or less. Flexible or curved forms shall be of a design acceptable to the Engineer. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Flange braces shall extend outward on the base not less than two-thirds the height of the form. Forms with battered top surfaces and bent, twisted, or broken forms shall be removed from the work. Repaired forms shall not be used until inspected and approved. Built-up forms shall not be used, except as approved by the Engineer. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4-inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting.

5. Slip-form Pavers. The paver shall be fully energized, self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement, true to grade, tolerances, and cross section. It shall be of sufficient weight and power to construct the maximum specified concrete paving lane width as shown in the plans, at adequate forward speed, without transverse, longitudinal or vertical instability or without displacement. The paver shall be equipped with electronic or hydraulic horizontal and vertical control devices.

3.2 FORM SETTING: Forms shall be set sufficiently in advance of the concrete placement to insure continuous paving operation. After the forms have been set to correct grade, the grade shall be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms shall be staked into place with not less than 3 pins for each 10-foot (3 m) section. A pin shall be placed at each side of every joint.

Form sections shall be tightly locked and shall be free from play or movement in any direction. The forms shall not deviate from true line by more than 1/4-inch (6 mm) at any joint. Forms shall be so set that they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.

CONDITIONING OF UNDERLYING COURSE AND REINFORCING: The prepared grade shall be well moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Ruts or depressions in the subgrade or subbase caused by hauling or usage of other equipment shall be filled as they develop with suitable material (not with concrete or concrete aggregates) and thoroughly compacted by rolling. If damage occurs to a stabilized

subbase, it shall be corrected full depth by the Contractor, or the damaged areas filled with concrete integral with the pavement. All excess material shall be removed. Low areas may be filled and compacted to a condition similar to that of the surrounding grade, or filled with concrete integral with the pavement. In cold weather, the underlying subbase shall be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying material will not be permitted. The work described under the foregoing paragraphs does not constitute a regular subgrading operation, but rather a final accurate check of the underlying course.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale, or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements and provided the rust or scale is not loose. Reinforcing bars shall be securely wired together at all intersections and splices and shall be securely wired to each dowel and load transmission unit intersected. All bars shall be installed in their required position as shown on the plans.

3.3 MIXING CONCRETE: The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94, except that the minimum required revolutions of the mixing speed for transit mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer.

When mixed at the work site or in a central mixing plant, the mixing time shall not be less than 50 seconds nor more than 90 seconds. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's nameplate on the approved mixer. Any concrete mixed less than the specified time shall be discarded at the Contractor's expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic feet (cubic meters), as shown on the manufacturer's standard rating plate on the mixer. An overload up to 10 percent above the mixer's nominal capacity may be permitted provided concrete test data for segregation and uniform consistency are satisfactory, and provided no spillage of concrete takes place. The batch shall be charged into the drum so that a portion of the mixing water shall enter in advance of the cement and aggregates. The flow of water shall be uniform, and all water shall be in the drum by the end of the first 15 seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or nonagitating trucks. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the work site shall not exceed 30 minutes when the concrete is hauled in nonagitating trucks, nor 60 minutes when the concrete is hauled in truck mixers or truck agitators. Retempering concrete by adding water or by other means will not be permitted, except when concrete is delivered in transit mixers. With transit mixers additional water may be added to the batch materials and

additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer. All these operations must be performed within 45 minutes after the initial mixing operations and the water-cement ratio must not be exceeded. Admixtures for increasing the workability or for accelerating the set will be permitted only when specified for in the contract.

3.4 LIMITATIONS OF MIXING: No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F (4 degrees C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F (2 degrees C).

When concreting is authorized during cold weather, the aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials. Unless otherwise authorized, the temperature of the mixed concrete shall not be less than 50 degrees F (10 degrees C) at the time of placement in the forms.

If the air temperature is 35 degrees F (2 degrees C) or less at the time of placing concrete, the Engineer may require the water and/or the aggregates to be heated to not less than 70 degrees F (21 degrees C) nor more than 150 degrees F (66 degrees C). Concrete shall not be placed on frozen subgrade nor shall frozen aggregates be used in the concrete.

During periods of warm weather when the maximum daily air temperature exceeds 85 degrees F (30 degrees C), the following precautions should be taken. The forms and/or the underlying material shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90 degrees F (32 degrees C). The aggregate and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

3.5 PLACING CONCRETE:

A. Side-form Method: For the side-form method, the concrete shall be deposited on the moistened grade to require as little rehandling as possible. Unless truck mixers, truck agitators, or nonagitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade to prevent segregation of the materials. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels -- **NOT RAKES**. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete for side-form construction shall be placed on cement treated base. No concrete shall be placed before the cement treated base has obtained a compressive strength specified at 7 days.

When concrete is to be placed adjoining a previously constructed lane of pavement and when mechanical equipment will be operated upon the existing lane of pavement, the concrete shall be at least 7 days old and at a flexural strength approved by the Engineer. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after 3 days, if approved by the Engineer.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than 15 seconds in any one location, nor shall the vibrators be used to move the concrete. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them but shall not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is well centered on the joint assembly.

Should any concrete materials fall on or be worked into the surface of a completed slab, they shall be removed immediately by approved methods.

B. Slip Form Method. For the slip-form method, the concrete shall be placed with an approved crawler-mounted, slip-form paver designed to spread, consolidate, and shape the freshly placed concrete in one

Complete pass of the machine so that a minimum of hand finishing will be necessary to provide a dense and homogeneous pavement in conformance with requirements of the plans and specifications. The concrete should be placed directly on top of the joint assemblies to prevent them from moving when the paver moves over them. Side forms and finishing screeds shall be adjustable to the extent required to produce the specified pavement edge and surface tolerance. The side forms shall be of dimensions, shape, and strength to support the concrete laterally for a sufficient length of time so that no appreciable edge slumping will occur. Final finishing shall be accomplished while the concrete is still in the plastic state.

Concrete for slip form construction shall be placed on cement treated base or lime stabilized subgrade. No concrete shall be placed before the cement treated base has obtained the compressive strength specified at 7 days. The Contractor shall set grade stakes and stringline for each lane placement. The stringline shall be supported at intervals of not more than 25 feet. Additional supports shall be installed to prevent sag of the stringline. The horizontal alignment of the stringline shall be within plus or minus 1/4-inch in 10 feet of true alignment. The Contractor shall provide a suitable method of securing the stringline to maintain proper grade where vertical curves are to be constructed.

C. Hand Placement Method. When the hand method of striking off and consolidating is permitted, the concrete, as soon as placed, shall be approximately leveled and then truck off and screeded to such elevation above grade that, when consolidated and finished, the surface of the pavement shall be at the grade elevation shown on the plans. The entire surface shall then be tamped and the concrete consolidated so as to insure maximum compaction and a minimum of voids. For the strike off and consolidation, both a strike template and tamping template shall be provided

on the work. In operation the strike template shall be moved forward with a combined longitudinal and transverse motion and so manipulated that neither end of the template is raised from the forms during the striking-off process. A slight excess of material shall be kept in front of the cutting edge at all times. The straightedging, surfacing and joint finishing shall be as described herein.

3.6 STRIKE-OFF OF CONCRETE: Following the placing of the concrete, it shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. All reinforcement shall be positioned in advance of concrete placement. All reinforcing bars and bar mats shall be installed in the slab at the required depth below the finished surface and supported by chairs installed on 4-foot centers. After the reinforcing steel is securely installed above the subgrade, as specifically required by plans and as herein prescribed, there shall be no loading imposed upon (or walking upon) the bar mats or individual bars that will cause deformation of reinforcing before or during the placing or finishing of the concrete.

3.7 JOINTS.

A. General:

A. Longitudinal and Transverse Joints. Longitudinal and transverse joints shall be constructed as indicated on the plans and in accordance with these requirements. All joints shall be constructed true to line with their faces perpendicular to the surface of the pavement. Joints shall not vary more than 1/2-inch (13 mm) from a true line or from their designated position. The vertical surface of the pavement adjacent to all expansion joints shall be finished to a true plane and edged to a radius of 1/4-inch (6 mm) or as shown on the plans. The surface across the joints shall be tested with a 10-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4-inch (6 mm) shall be corrected before the concrete has hardened. Longitudinal construction joints that do not meet these requirements or which show significant cracking or planes of weakness shall be sawed-off full depth at the Contractor's expense using the minimum practical width at locations designated by the Engineer. When required, keyways shall be accurately formed with a template of metal or wood. The gauge or thickness of the material in the template shall be such that the full keyway, as specified, is formed and is in the correct location. Transverse joints shall be right

B. Angles to the centerline of the pavement and shall extend the full width of the slab. All joints shall be so prepared, finished, or cut to provide a groove of the width and depth shown on the plans.

B. Tie Bars: Tie bars shall consist of deformed bars installed principally in longitudinal joints as shown on the plans or the bars shall be extensions of the distributed reinforcing steel across the joints. Tie bars shall be placed at right angles to the centerline of the concrete slab. They shall be held in position parallel to the surface and midway between the surfaces of the slab. These bars shall not be painted, greased, or enclosed in sleeves. At all locations where tie bars are specified and where pavement is in place, the tie bars shall be inserted by drilling and grouting

with approved epoxy material. Tie bars in longitudinal construction joints may be installed by bending the bars flush with a keyed joint.

C. Dowel Bars: If used, dowel bars or other load-transfer units of an approved type shall be placed across transverse or other joints in the manner as specified on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight.

D. Installation: Joints in concrete pavements shall be cut as shown on the plans. Equipment shall be as described in Paragraph 3.1. The circular cutter shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/8-inch (3 mm) wide and to the depth shown on the plans. When shown on the plans or required by the specifications, the top portion of the slot or groove shall be widened by means of a second shallower cut or by suitable and approved beveling to provide adequate space for joint sealers. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing. Sawing shall be carried on both during the day and night as required. The joints shall be sawed at the required spacing consecutively in sequence of the concrete placement, unless otherwise approved by the Engineer.

D. Longitudinal Joints.

1. Construction. Longitudinal construction joints shall be formed against suitable side forms (usually made of steel) with or without keyways. Wooden forms may be used under special conditions, when approved by the Engineer. Where butt-type joints with dowels are designated, the dowels for this type shall be painted and greased. The edges of the joint shall be finished with a grooving tool or edging tool, and a space or slot shall be formed along the joint of the dimensions, as indicated, to receive the joint sealing material. Longitudinal construction joints shall be sawed to provide a groove at the top conforming to the details and dimensions indicated on the plans. Provisions shall be made for the installation of tie bars as noted on the plans.

2. Contraction or Weakened-plane type. The longitudinal groove sawed in the top of the slab shall be installed where indicated on the drawings. The groove shall be sawed with approved equipment in the hardened concrete to the dimensions required. The sawed groove shall be straight and of uniform width and depth. The groove shall be clean cut so that spalling will be avoided at intersections with transverse joints. Tie bars or distributed reinforcing steel shall be installed across these joints were indicated on the plans.

3. Expansion. Longitudinal expansion joints shall be installed as indicated on the plans. The premolded filler, of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint, except for space for sealant at the top of the slab. The filler shall be securely staked or fastened into position perpendicular to the proposed finished surface. A cap shall be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. After the concrete has been placed and struck off, the cap shall be carefully withdrawn leaving the space over the premolded filler. The edges of the joint shall be finished and tooled while the concrete is still plastic.

E. Transverse Joints.

1. Expansion. Transverse expansion joints shall be installed at the locations and spacing as shown on the plans. The joints shall be installed at right angles to the centerline and perpendicular to the surface of the pavement. The joints shall be installed and finished to insure complete separation of the slabs. Expansion joints shall be of a premolded type conforming to these specifications and with the plans and shall be the full width of the pavement strip.

   All concrete shall be cleaned from the top of the joint material. Before the pavement is opened to traffic, this space shall be swept clean and filled with approved joint sealing material.

   All devices used for the installation of expansion joints shall be approved by the Engineer. They shall be easily removable without disturbing the concrete and held in proper transverse and vertical alignment. Immediately after forms are removed, any concrete bridging the joint space at the ends shall be removed for the full width and depth of the joint.

   When specified, expansion joints shall be equipped with dowels of the dimensions and at the spacing and location indicated on the plans. The dowels shall be firmly supported in place and accurately aligned parallel to the subgrade and the centerline of the pavement by means of a dowel assembly which will remain in the pavement and will ensure that the dowels are not displaced during construction.

   Other types of load-transfer devices may be used, when approved by the Engineer.

2. Contraction. Transverse contraction joints, weakened-plane joints, or both, shall be installed at the locations and spacing as shown on the plans. These joints will be installed by sawing a groove into the concrete surface after the concrete has hardened in the same manner as specified in Paragraph 3.8(c)(2). Dowel bar assemblies shall be installed, when required, as shown on the plans.

3. Construction. Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will

obtain its initial set before fresh concrete arrives. When the installation of the joint can be planned in advance, it shall be located at a contraction or expansion joint. The joint shall not be allowed within 8 feet (2.4 m) of a regular spaced transverse joint. If the pouring of the concrete has been stopped, causing a joint to fall within this limit, it shall not be installed, and the fresh placed concrete shall be removed back to the 8 foot (2.4 m) limit.

3.8 FINAL STRIKE-OFF, CONSOLIDATION, AND FINISHING:

A. Sequence. The sequence of operations shall be the strike-off and consolidation, floating and removal of laitance, straightedging, and final surface finish. **The addition of superficial water to the surface of the concrete to assist in finishing operations generally will not be permitted**. If the application of water to the surface is permitted, it shall be applied as a fog spray by means of approved spray equipment.

B. Finishing at Joints. The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material; it shall be firmly placed without voids or segregation under and around all load-transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated. After the concrete has been placed and vibrated adjacent to the joints, the finishing machine shall be operated in a manner to avoid damage or misalignment of joints. If uninterrupted operations of the finishing machine, to, over, and beyond the joints, cause segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the screed is approximately 8 inches (20 cm) from the joint. Segregated concrete shall be removed from the front of and off the joint; the screed shall be lifted and set directly on top of the joint, and the forward motion of the finishing machine shall be resumed. Thereafter, the finishing machine may run over the joint without lifting the screed, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

C. Machine Finishing. The concrete shall be spread as soon as it is placed, and it shall be struck off and screeded by an approved finishing machine. The machine shall go over each area as many times and at such intervals as necessary to give the proper consolidation and to leave a surface of uniform texture. Excessive operation over a given area shall be avoided. When side forms are used, the tops of the forms shall be kept clean by an effective device attached to the machine, and the travel of the machine on the forms shall be maintained true without lift, wobbling, or other variation tending to affect the precision finish. During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed for its entire length. When in operation, the screed shall be moved forward with a combined longitudinal and transverse shearing motion, always moving in the direction in which the work is progressing, and so manipulated that neither end is raised from the side forms during the striking-off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross section, and free from porous areas.

D. Hand Finishing. Hand finishing methods will not be permitted, except under the following conditions: In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade; in areas of narrow widths or of irregular

dimensions where operation of the mechanical equipment is impractical. Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used.

The screed for the surface shall be at least 2 feet (0.6 m) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and shall be constructed either of metal or of other suitable material covered with metal. Wood will not be permitted. Consolidation shall be attained by the use of a suitable vibrator.

E. Floating. After the concrete has been struck off and consolidated, it shall be further smoothed, trued, and consolidated by means of a longitudinal float, using one of the following methods:

1. Hand Method. The hand-operated longitudinal float shall not be less than 12 feet (3.6 m) in length and 6 inches (15 cm) in width, properly stiffened to prevent flexibility and warping. The longitudinal float, operated from foot bridges resting on the side forms and spanning but not touching the concrete, shall be worked with a sawing motion, while held in a floating position parallel to the slab centerline and passing gradually from one side of the slab to the other. Forward movement along the centerline of the slab shall be in successive advances of not more than one-half the length of the float. Any excess water or soup material shall be wasted over the slab edge on each pass.

2. Mechanical Method. The Contractor may use a machine composed of a cutting and smoothing float(s), suspended from and guided by a rigid frame. The frame shall be carried by four or more visible wheels riding on, and constantly in contact with, the side forms or pavement subgrade. If necessary, long-handled floats having blades not less than 5 feet (1.5 m) in length and 6 inches (1.5 cm) in width may be used to smooth and fill in open-textured areas in the slab. Long-handled floats shall not be used to float the entire surface of the slab in lieu of mechanical methods. After floating, any excess water and laitance shall be removed from the surface of the slab by a straightedge 10 feet (3 m) or more in length. Successive drags shall be lapped one-half the length of the blade.

F. Straight-edge Testing and Surface Correction. After the pavement has been struck off and consolidated and while the concrete is still plastic, it shall be tested for trueness with a 16-foot (4.8 m) straightedge. For this purpose the Contractor shall furnish and use an accurate 16-foot (4.8 m) straightedge swung from handles 3 feet (0.4 m) longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance shall be removed from the surface of the pavement. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross section. The use of long-handled wood floats shall be confined to a

minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

3.9 SURFACE TEXTURE: A light broom drag shall be used for slab concrete pavements. The direction of the texture device shall be as directed by the Engineer. Contractor to match existing pavement finishes.

3.10 SURFACE TEST: As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 16-foot (5 m) straightedge or other specified device to determine its compliance with design grades. Where the departure from correct cross section exceeds ½ inch (13 mm), the pavement shall be ground down with a approved grinding machine to within 1/4 inch of tolerance or removed and replaced at the expense of the Contractor when so directed by the Engineer. Cracked or damaged slabs shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, and remaining portion of a slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

3.11 CURING: Immediately after the finishing operations have been completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured in accordance with one of the methods below. In all cases in which curing requires the use of water, the curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period. The following are alternate approved methods for curing concrete pavements.

A. Impervious Membrane Method. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon (4 liters) to not more than 150 square feet (14 square meters). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application the compound shall be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed, but approved means shall be used to insure proper curing for 72 hours. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with additional compound. Upon removal of the side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface. For the Impervious Membrane Method, the Contractor is encouraged to include Polyethylene Film

dispensing equipment in the Paving Train to provide protection to the finished work in case of rainfall.

B. Polyethylene Films. The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units shall be lapped at least 18 inches (457 mm). The sheeting shall be placed and weighted to cause it to remain in contact with the surface covered. The sheeting shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the pavement. Unless otherwise specified, the sheeting shall be maintained in place for 72 hours after the concrete has been placed.

C. Waterproof Paper. The top surface and sides of the pavement shall be entirely covered with waterproofed paper. The units shall be lapped at least 18 inches (457 mm). The paper shall be placed and weighted to cause it to remain in contact with the surface covered. The paper shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the slab. The surface of the pavement shall be thoroughly wetted prior to placing of the paper. Unless otherwise specified, the paper shall be maintained in place for 72 hours after the concrete has been placed.

D. White Burlap-Polyethylene Sheets. The surface of the pavement shall be entirely covered with sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully wetted and in position for 72 hours after the concrete has been placed.

E. Curing in Cold Weather. When the average daily temperature is below 40 degrees F (4 degrees C), curing shall consist of covering the newly laid pavement with not less than 12 inches (30 cm) of loose, dry hay or straw, or equivalent protective curing authorized by the Engineer, which shall be retained in place for 10 days. The hay or straw shall be secured to avoid being blown away. Admixture for curing or temperature control may be used only when authorized by the Engineer.

When concrete is being placed and the air temperature may be expected to drop below 35 degrees F (2 degrees C), a sufficient supply of straw, hay, grass, or other suitable blanketing material such as burlap or polyethylene shall be provided along the work. Any time the temperature may be expected to reach the freezing point during the day or night, the material so provided shall be spread over the pavement to a sufficient depth to prevent freezing of the concrete. The period of time such protection shall be maintained shall not be less than 10 days. A minimum of 3 days is required when high, early strength concrete is used. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action shall be removed and replaced at the Contractor's expense.

3.12 REMOVING FORMS: Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has set for at least 12 hours, except where auxiliary forms are used temporarily in widened areas. Forms shall be removed carefully to avoid damage to the pavement. After the forms have been removed, the sides of the slab shall be cured as outlined in one of the methods indicated in

Paragraph 3.17. Major honeycombed areas shall be considered as defective work and shall be removed and replaced. Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

3.13 SEALING JOINTS: The joints in the pavement shall be prepared and sealed in strict accordance with the sealant manufacturer's printed recommendations.

3.14 PROTECTION OF PAVEMENT: The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, or crossovers, etc. The plans or special provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense. In order that the concrete be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor is encouraged to have available at all times materials for the protection of edges and surface of the unhardened concrete. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel should begin covering the surface of the unhardened concrete with the protective covering.

3.15 OPENING TO TRAFFIC: The Engineer shall decide when the pavement shall be opened to traffic. The pavement will not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 550 pounds per square inch (3792 kPa) when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening to traffic, the pavement shall be thoroughly cleaned.

3.16 SURFACE AND THICKNESS TOLERANCES: Extreme care must be exercised in all phases of the operation to assure the pavement will pass the specified tolerances. The following tolerances are applicable:

A. Lateral deviation from established alignment of the pavement edge shall not exceed plus or minus 0.10 foot (30 mm) in any lane.

B. Vertical deviation from established grade shall not exceed plus or minus 0.04 foot (12 mm) at any point.

C. Surface smoothness deviations shall not exceed 3/8 inch (6 mm) from a 16-foot (5 m) straightedge placed in any direction, including placement along and spanning any pavement joint or edge.

No additional payment over the contract unit price shall be made for any pavement of a thickness exceeding that required by plans.

3.17 INTEGRAL CURBS: Where shown on the drawings, integral curbs shall be installed to the dimension shown using identical concrete to the paving mix. Expansion and contraction joints shall extend through curb section. Reinforcing for integral curb, when shown on the plans, shall be supported from the ground with driven stakes or as directed by the Engineer. Once the forms are removed, all voided areas shall be rubbed and filled with non-shrink grout within 24 hours. If the forms are removed within 2 days of placement, the curb shall be treated with a specified curing membrane.

3.18 CONCRETE CURB AND GUTTER: Concrete curb and gutter shall be constructed using concrete of the type and strength specified in the plans. The placement, strike-off consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be placed at 20-foot centers with the use of a 1/2" deep grooving tool. Expansion joints shall be placed at a maximum spacing of 400 feet and at all radius points, curb returns and junctions with structures. For curves of 100 feet radius or less, contraction joints shall be tooled at 10-foot centers and expansion joints constructed at 50-foot centers. Expansion joints shall contain a minimum of two smooth dowels a minimum of one bar size larger than the longitudinal reinforcing and 3/4-inch thick expansion joint material of the type specified in the plans. Expansion joints shall be sealed in accordance with the plan details.

3.19 SIDEWALKS AND SLOPE PAVING: Concrete sidewalks and slope paving shall be constructed to use concrete of the type and strength specified in the plans. The placement, strike-off, consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be tooled at a depth of 1/2" at a spacing equal to the width of the sidewalk not to exceed six feet. For walks wider than six feet, longitudinal joints shall be tooled at equal spacing, not less than three feet. Edges shall be tooled with a 1/4-inch radius and finish slightly higher than adjacent curbs to ensure proper drainage if some settlement occurs. Expansion joints shall be placed at 100-foot intervals or at intersecting walk locations. Expansion joints shall be 3/4-inch in thickness and contain smooth dowels at not less than 12" spacing. The size of the dowels will be equal to the thickness of the sidewalk in inches. Scoring and tooling for barrier free ramps shall be made in accordance with governing City standards or as directed by the Engineer.

3.20 FIELD TEST SPECIMENS: Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and strength of the concrete. Compressive test cylinders shall be made each day that the concrete is placed.
However, at the start of paving operations and when the aggregate source, aggregate characteristics, or mix design is changed, additional groups of test cylinders may be required until the Engineer is satisfied that the concrete mixture being used complies with the strength requirements of these specifications. Test ages will be 7 days and 28 days.

Test cylinders for compressive strength tests shall be taken and cured in accordance with ASTM C-31 and tested in accordance with ASTM C-39. At least four cylinders (a set) shall be made for each 1,000 cubic yards or fraction thereof placed and tested at 7 days and 28 days. No extra compensation will be allowed for materials and work involved in fulfilling these requirements. Concrete will be accepted on the basis of tests conducted on a "lot" of concrete. A lot will consist of 160 cubic yards and will be divided

into four equal sublots. One set of tests will be made for each sublot. Random samples will be taken from the plastic concrete at the site in accordance with accepted statistical procedures. The concrete shall be sampled in accordance with ASTM C172.

The lot will be accepted without adjustment in payment if the average 28 day compressive strength, based on four acceptance tests, indicates a strength deficiency of not less than 100 psi. The pay factor for 28-day compressive strengths showing a deficiency greater than 100 psi are listed in the table below.

PAY FACTOR SCHEDULE FOR COMPRESSIVE STRENGTH
AT THE SPECIFIED INTERVAL

Strength Deficiency (Based on an Average of 4 Cylinders) psi	Pay Factor (Percent of Contract Unit Price) psi
0 - 100	100
100 - 150	85
151 - 200	75
201 - 250	70
251 - 300	60
301 - 375	55
375 - 500	50
>500	Reject

END OF SECTION 321313

SECTION 321723

PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 GENERAL INFORMATION

A. The following information has been provided as a general guideline for the use and disposal of traffic marking paints. It is also very beneficial to run a small test in a non-critical area in order to ensure the surface preparation; weather conditions, equipment and product are suitable and working properly.

PART 2 – PRODUCTS

DESCRIPTION:	AEXCEL 12W-D195 WHITE REGULAR-DRY ALKYD ZONE MARKING PAINT, OR APROVED EQUAL.
COLOR:	WHITE - FED. STD: 595B 37925
APPLICABLE SPECIFICATION:	TTP-85E & /115F TYPE I / AASHTO M-248 TYPE S/ GSA A-A-2886B
TYPICAL USE:	PARKING LOTS, AIRPORTS, SAFETY ZONES
DRY TIME:	MAXIMUM 30 MINUTES @ 77°F
COVERAGE:	APPROX. 320 LINEAR FEET OF 4" LINE APPLIED @ 15 MILS

PART 3 – EXECUTION

3.1 SURFACE PREPARATION

A. Care should be taken to ensure that the surface is clean, dry and free of loose material. A simple leaf blower is typically sufficient to remove gravel and dust in most instances. When applying over previously coated areas, however, take special care to remove any loose or peeling paint. Other surface conditions, such as areas with large amounts of engine oil buildup or existing epoxy coatings, may require a power-washing procedure or abrading the surface before application of the paint. New concrete and asphalt should be aged for a minimum of 30 days prior to painting. Use caution when striping over a freshly sealed surface. Sealers can affect the adhesion and cure of traffic marking paints. For more information on the surface, please consult with the supplier or applicator of the surface.

3.2 WEATHER CONDITIONS AND APPLICATION

A. Air temperature, surface temperature, humidity and the weather conditions following application are extremely important factors in the success of the products. Aexcel formulates these coatings to be applied without further reduction. They can also be used in conjunction with the application

of glass beads to improve reflectivity without sacrificing other properties. Protect fresh lines from traffic until thoroughly dry. These, as well as all solvent-borne coatings, should not be applied at temperatures below 50°F and/or less than 6 hours before any expected precipitation. Evening and night applications should be avoided whenever possible due to the cooler temperatures. At lower temperatures or when humidity is extremely high, a significant amount of extra time will be needed for the paints to dry.

3.3 EQUIPMENT

A. Tip size, fluid pressure, atomizing air pressure, paint viscosity and paint temperature are all critical to the appearance, consistency and performance of the paint. The equipment must be matched to the paint being applied in order to achieve the proper film thickness and coverage. Typical tip sizes for "airless" machines are .019"-.021", while "air-atomized" machines use .086"-.11" at 60 lbs. pressure. For more information, please consult with the equipment manufacturer.

3.4 PAINT SELECTION AND SAFETY

A. These coatings, as are all solvent-based products, are extremely flammable. Do not smoke or weld while working with these paints. Empty containers that held these products will also contain residual vapors and should be handled in the same manner as those that are full. Use only paint recommended or specified for each application. Shelter the containers when possible and avoid prolonged outside storage. Agitation of the paints by stirring or shaking should be performed in order to ensure uniform consistency, application and performance. When storing partially filled containers, a small amount of solvent may be added and allowed to stand on top in order to avoid "skinning". Always be sure the containers are sealed tightly during transporting or storing in order to avoid spillage, risk of fire and solvent evaporation. Keep paints away from heat and flame. Consult the MSDS and/or labels for further safety, personal protection, first aid, and spill or leak procedures.

3.5 WASTE DISPOSAL

A. Comply with all regulations regarding handling, storage and disposal of all hazardous materials and waste. Consult local agencies or disposal companies for individual instructions and requirements. Improper disposal of paint and their related materials is illegal and may result in large fines. Please comply with all regulations and minimize waste whenever possible.

NAME: REGULAR-DRY ALKYD ZONE MARKING PAINT

COLOR:	WHITE
CODE:	12W-D195
VISCOSITY @ 77°F, Kreb Units (KU):	85-95
WEIGHT PER GALLON @ 77°F, Lbs.:	12.7 +/- .2
PIGMENT, % By Weight:	54.0 Minimum
TOTAL SOLIDS, % By Weight:	75.0 Minimum

NON-VOL. VEHICLE, % By Weight of Vehicle:	31.0 Minimum
REFLECTANCE, %:	85.0 Minimum
OPACITY, 10 Mils:	0.96 Minimum
DRY TIME TO NO PICKUP, Minutes:	30 Maximum
V.O.C.:	2.94 Lb./Gal. (352.02 g/Liter)
CLEANUP SOLVENTS:	Toluene, Methyl-Ethyl Ketone or equivalent.

END OF SECTION 321723

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 32 31 13

FENCING, GATES AND BOLLARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following perimeter fencing, gates, bollards and barrier arms:
   1. Chain-link fabric.
   2. Framework.
   3. Barbed wire.
   4. Gates: Swing and horizontal slide.
   5. Bollards: Standard

B. Related Sections for Equipment fencing:
   Division 5 Section 05700 "Ornamental Metals"

1.3 DEFINITIONS

A. CLFMI: Chain Link Fence Manufacturers Institute.

1.4 SUBMITTALS

A. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed Projects with Project names and addresses, names and addresses of architects and Governments, and other information specified.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work shall be submitted for approval.

2.2 CHAIN-LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Provide fabric fabricated in one-piece widths for fencing in height of 7 feet. Comply with CLFMI's "Product Manual" and with requirements indicated below:
   1. Mesh and Wire Size: No 9 gauge, 2-inch mesh, 0.148-inch diameter.
   2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire with the following minimum coating weight: Class 1: Not less than 1.2 oz./sq. ft. of uncoated wire surface or as required by local ordinances.
   3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
   4. Extend fabric a minimum of 2" of firm ground.

B. Selvage: Twisted at top selvage and knuckled at bottom.

2.3 INDUSTRIAL FENCE FRAMING

A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc; and the following strength and stiffness requirements:
   1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.

B. Post Brace Rails: Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.

2.4 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:
   1. Location: Extended along top of barbed wire arms and top of fence fabric for supporting barbed tape.
   2. Location: Extended along bottom of fence fabric.

B. Metallic-Coated Steel Wire: 0.177-inch diameter, marcelled tension wire complying with ASTM A 824 and the following:
   1. Coating: Type II, zinc coated (galvanized) by the hot-dip process, with the following minimum coating weight:
      a. Matching chain-link fabric coating weight.

2.5 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for the following swing-gate types:
   1. Single gate.
   2. Double gate

B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.

C. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:
   1. Gate Fabric Height: 7 feet or less.

D. Frame Corner Construction: As follows:
   1. Welded or assembled with corner fittings.
   2. Welded or assembled with corner fittings and 5/16-inch diameter, adjustable truss rods for panels 5 feet wide or wider.

E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for the gate fabric heights and leaf widths:

F. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and, for each gate leaf more than 5 feet wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.6 INDUSTRIAL HORIZONTAL SLIDE GATES

A. General: Comply with ASTM F 1184 for the following slide-gate types:
   1. Single gate.
   2. Classification: Type II Cantilever Slide, Class 2 with internal roller assemblies.

B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.

C. Frames and Bracing: Fabricate from round, galvanized steel tubing with outside dimension and weight according to ASTM F 1184 for the following gate characteristics:
   1. Gate Fabric Height by Opening Width: All fabric heights by over 4 feet.

D. Frame Corner Construction: As follows:
   1. Type II Cantilever Slide Gates: Welded.

E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and minimum weight according to ASTM F 1184 for the following gate characteristics:
   1. Type II Gate Opening Width: Over 12 feet but not over 30 feet.

2.7 FITTINGS

A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.

B. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.

C. Tension and Brace Bands: Hot-dip galvanized pressed steel.

D. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

E. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.

F. Barbed Wire Arms: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide the following type, according to ASTM F 626, with clips, slots, or other means for attaching strands of barbed wire, and means for attaching to posts, one for each post, unless otherwise indicated. Provide line posts with arms designed with opening to accommodate or tension wire. Provide corner arms at fence corner posts.
   1. Type I, single slanted arm (45 degree).

G. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
   1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
      a. Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
   2. Power-driven fasteners.
   3. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.

2.8 BARBED WIRE

A. Zinc-Coated Steel Barbed Wire complying with ASTM A 121 or Aluminum Alloy or Coated and comply with ASTM A-585, Type 1, Double stranded twisted barbed wire, 12-gauge, with four pointed barbs spaced 4 inches apart.

2.9 BOLLARDS:

A. Standard Bollard shall be designed to stop a 15,000 pound vehicle.

2.10 CAST-IN-PLACE CONCRETE

A. General: Comply with ACI 301 for cast-in-place concrete.

B. Materials: Portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
   1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inchslump, and 1-inch maximum size aggregate.

2.11 GROUT AND ANCHORING CEMENT

A. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.

C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal line gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
   1. Exposed Concrete Footings: Extend concrete 2 inches above grade, smooth, and shape to shed water.
   2. Concealed Concrete Footings: Stop footings 3 inches below grade to allow covering with surface material.
   3. Posts Set into Concrete in Voids: Form or core drill holes not less than 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.

B. Line Posts: Space line posts uniformly at 10 feet o.c.

C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
   1. Top Tension Wire: Install tension wire through post cap loops.
   2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.

E. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

F. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.

G. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other

end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts 12 inches o.c. and to braces 24 inches o.c.

H. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

I. Barbed Wire: Install barbed wire uniformly spaced angled toward security side of fence. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.

3.5 GATE INSTALLATION

A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware, gate operator, and other moving parts.

END OF SECTION 323113

THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 331313

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. Section 321313 - Concrete Pavement.

1.2 QUALITY ASSURANCE

A. Reference Standards:

1. ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
2. ASTM A615, Specification for Deformed Billet Steel Bars for concrete.
3. ASTM A185, Specifications for Welded Steel Wire Fabric for Concrete Reinforcement.
4. Concrete Reinforcing Steel Institute, Manual of Standard Practice.

B. Allowable Tolerances:

1. Fabricating: (per ACI 117-90)
   a. Saw cut length to: Plus or minus 1". (Remove all burrs).
   b. Stirrups and ties: Plus or minus 1/2".
   c. All other bends: Plus or minus 1".
2. Placing:
   a. Concrete cover to formed surfaces: Plus or minus 1/4".
   b. Minimum spacing between bars: Plus or minus 1/4".
   c. Top bars in slabs and beams:
      (1) Members 8" deep or less: Plus or minus 1/4".
      (2) Members more than 8" but not over 2'-0" deep: Plus or minus 1/2".
      (3) Members more than 2'-0" deep: Plus or minus 1".
      (4) Crosswise of members: Space evenly within 2" of stated separation.
      (5) Lengthwise of members: Plus or minus 2".
3. Maximum bar relocation to avoid interference with other reinforcing steel, conduits, or other embedded item: 1 bar diameter.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver reinforcement to project site in bundles marked with tags indicating bar size, length and mark.

B. Unload reinforcing carefully to prevent damage. Store above ground in dry, well drained area; protect from mud, dirt and corrosion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Reinforcing Bars: ASTM A615, deformed billet steel bars, domestic manufacture, Grades 40 and/or 60 as indicated on structural drawings.

B. Welded Wire Fabric Reinforcing: ASTM A185, steel wire spot welded at intersections and of size indicated.

C. Metal Accessories: Include spacers, chairs, bolsters, ties and other devices necessary for properly placing, spacing, supporting and fastening reinforcement in place, conforming to requirements to CRSI "Manual of Standard practice for Detailing Reinforced Concrete Structures." Metal accessories shall be galvanized or plastic coated where legs will be exposed in finished concrete surfaces.

D. Tie Wire: FS QQ-W-461, black annealed steel, 16 ga. min.

2.2 FABRICATION:

A. In accordance with CRSI "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Cleaning: Before placing in work, thoroughly clean reinforcement of loose rust, mill, scale, dirt, oil, and other coating which might tend to reduce bonding. Reinspect reinforcing left protruding for future bonding, or following delay in work, and reclean if necessary.

3.2 INSTALLATION

A. Bar Placement: In accordance with CRSI "Recommended Practice for Placing Reinforcing Bars" and "Recommended Practice for Placing Bar Supports."

1. Bending: Bend bars cold; do not heat reinforcing or bend by make-shift methods. Discard bent, kinked or otherwise damaged bars.
2. Splices: In accordance with ACI 315.
3. Placing: Accurately position reinforcement; securely saddle tie at intersections.
4. Supports: In accordance with ACI 315 for number, type, spacing and placing.

END OF SECTION 331313

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: Daggberto Perez, Jr.
Title: Managing Member
Telephone Number: 956-222-6624
Date: Feb. 14, 2017

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

JORGE NOE GARZA

LOGOUT

Entity Dashboard

- Entity Overview
  - Entity Registration
    - Core Data
    - Assertions
    - Reps & Certs
    - POCs
  - Reports
    - Service Contract Report
    - BioPreferred Report
  - Exclusions
    - Active Exclusions
    - Inactive Exclusions
    - Excluded Family Members

BACK TO USER DASHBOARD

SYNERGY BUILDERS OF TEXAS, LLC
DUNS: 022041447 CAGE Code: 7SUK8
Status: Active

618 E LOVETT STREET
EDINBURG, TX, 78541-2606 ,
UNITED STATES

Expiration Date: 02/06/2018
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

DUNS: 022041447
Name: SYNERGY BUILDERS OF TEXAS, LLC
Business Type: Business or Organization
Last Updated By: JORGE NOE GARZA
Registration Status: Active
Activation Date: 02/07/2017
Expiration Date: 02/06/2018

Exclusion Summary

Active Exclusion Records? No

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Synergy Builders of Texas, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 4292

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78540

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
81 - 1618964

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 14 FEB 17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Synergy Builders of Texas, LLC Telephone No. (956) 222-6624

dba Name:

Legal Name: same as above

Mailing Address: P.O. Box 4292 Fax No. (956) 513-0688

Physical Address: 610 E. Lovett St.

City, State, Zip Edinburg, TX 78541 Tax I.D. No. 81-1618964

Remit to Address : P.O. Box 4292 City, State, Zip Edinburg, TX 78540

E-Mail Address: estimating@synergybuildersoftexas.com

Representative(s) Name(s) & Title(s) Dagoberto Perez, Jr. Managing Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. EIN 81-1618964 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date: 2-24-16 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Dagoberto Perez, Jr. Managing Member

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?: Construction Services

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: Limon Masonry HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: PO BOX 764 City: Pharr State: TX Zip: 78577
Contact Person: Rolando Limon Title: Managing Member Phone No.: (956) 225-8190
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:

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.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

None

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.**

None

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] 14 FEB 17

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.

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 14 day of Feb, 2017.

Contractor

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:
2017-166243

Date Filed:
02/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Synergy Builders of Texas
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.
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 services, goods, or other property to be provided under the contract.
81-1618964
Recovery and Motor Pool Improvements

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.

ELIBERTO AYALA JR.
Notary Public, State of Texas
My Commission Expires
December 06, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dagoberto Perez Jr, this the 14 day of Feb., 20 17, 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
Eliberto Ayala Jr	ELIBERTO Ayala Jr	P. Notary.

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of

Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount

greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator

before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold

money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No. 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

_____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____ and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

General Decision Number: TX160305 01/08/2016 TX305

Superseded General Decision Number: TX20150305

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER	$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 27.50	10.60

* IRON0084-011 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.02	6.35

PLUM0412-004 04/01/2013

	Rates	Fringes

PLUMBER	$ 31.14	12.43

SUTX2014-031 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 16.17	0.00
CARPENTER	$ 14.21	2.22
CEMENT MASON/CONCRETE FINISHER	$ 12.46	0.00
ELECTRICIAN	$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 11.54	2.17
IRONWORKER, REINFORCING	$ 12.01	0.00
IRONWORKER, STRUCTURAL	$ 15.04	4.34
LABORER: Common or General	$ 8.00	0.00
LABORER: Mason Tender - Brick	$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.89	0.96
LABORER: Pipelayer	$ 11.00	3.47
LABORER: Roof Tearoff	$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 10.00	0.00
OPERATOR: Loader	$ 12.87	0.70
OPERATOR: Mechanic	$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 11.27	0.00
PIPEFITTER	$ 15.22	3.16

ROOFER	$ 11.42	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.13	6.53
TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 12.15	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is 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.

==========

END OF GENERAL DECISION

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.
Application Date:
Period To:
Engineer Firm

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Retainage Release	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

THIS PAGE LEFT INTENTIONALLY BLANK

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

THIS PAGE LEFT INTENTIONALLY BLANK

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

Exhibit E-M

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Exhibit E-D

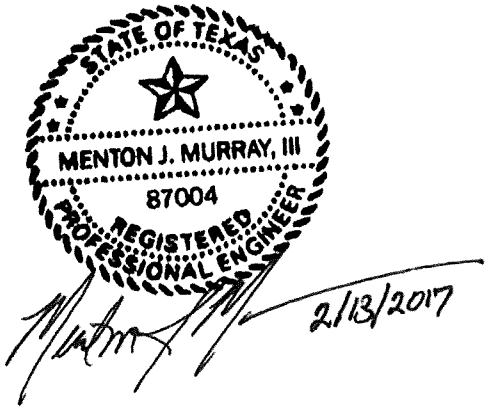
HALFF

5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

ADDENDUM 1 NARRATIVE

To:	Hidalgo County Pct. 4	**Date:**	February 13, 2017
From:	Menton J. 'Trey' Murray, III, P.E.	**AVO:**	31806 (WA01) PHII
Email:	TMurray@halff.com	**Project:**	Recovery and Motor Pool Improvements – Rebid RFB No. 2017-067-02-15-TDL

Subject: Addendum No. 1



The following are changes and clarification notes made to the plans and specifications. The changes are outlined by item number.

Item 1. Traffic Control: For clarification, the Owner (Precinct 4) shall provide Necessary Traffic Control for the project.

Item 2. Sheets 4.0. CMU block identified on this sheet shall be decorative CMU with integral water-repellant admixture. Color to be selected from manufacturer's standard range. Refer to Unit Masonry specification attached.

Item 3: Note on Sheet C1.0 "Area of striping FTO to be scarified and seal coated"
To be replaced with: "Limits of area to be seal coated and existing striping to be removed and replaced as per sheet C2.0"

Item 4. Section 12100 Allowances.
a. Part 3.3A Change Contingency allowance from $10,000 to $15,000. This amount shall be included as part of the base bid.
b. Change base proposal completion time period from 60 to 140 Calendar days.

Item 5. Section 123000 Alternates. Remove this specification. Project has no alternates.

HALFF

5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

Item 6. See attached Addendum No. 1 narrative from Chanin Engineering.

Item 7. Clarification, Sheet ES1.00, Electrical Site Plan, added Keynotes 5 & 6 to clarify location o relocated electrical equipment.

Item 8. Clarification, Sheet E3.01, Electrical Riser Diagrams, modified Keynotes 2 & 4 to clarify possession of existing electrical equipment.

SECTION 042000

UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Decorative concrete masonry units.
3. Mortar and grout.
4. Steel reinforcing bars.
5. Masonry-joint reinforcement.
6. Ties and anchors.
7. Embedded flashing.
8. Miscellaneous masonry accessories.

B. Products Installed but not Furnished under This Section:

1. Steel lintels in unit masonry.
2. Steel shelf angles for supporting unit masonry.
3. Cavity wall insulation.

C. Related Requirements:

1. Section 051200 "Structural Steel Framing" for installing anchor sections of adjustable masonry anchors for connecting to structural steel frame.
2. Section 071900 "Water Repellents" for water repellents applied to unit masonry assemblies.
3. Section 072100 "Thermal Insulation" for cavity wall insulation.
4. Section 076200 "Sheet Metal Flashing and Trim" for exposed sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

1.3 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For the following:

1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
2. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Verification: For each type and color of the following:

1. Decorative CMUs.
2. Pigmented mortar. Make Samples using same sand and mortar ingredients to be used on Project.
3. Weep holes.
4. Accessories embedded in masonry.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Material Certificates: For each type and size of the following:

1. Masonry units.

a. Include data on material properties.
b. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.

2. Integral water repellent used in CMUs.
3. Cementitious materials. Include name of manufacturer, brand name, and type.
4. Mortar admixtures.
5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
6. Grout mixes. Include description of type and proportions of ingredients.
7. Reinforcing bars.
8. Joint reinforcement.
9. Anchors, ties, and metal accessories.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

E. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
1. Build mockups for typical exterior wall in sizes approximately 60 inches long by 48 inches high by full thickness, including face and backup wythes and accessories.
    a. Include a sealant-filled joint at least 16 inches long in decorative cmu exterior wall mockup.
    b. Include lower corner of window opening at upper corner of exterior wall mockup. Make opening approximately 12 inches wide by 16 inches high.
    c. Include base flashing installed for a 24-inch length in corner of exterior wall mockup approximately 16 inches down from top of mockup, with a 12-inch length of flashing left exposed to view (omit masonry above half of flashing).
    d. Include insulation board, air barrier, veneer anchors, flashing, cavity drainage material, and weep holes in exterior masonry-veneer wall mockup.
    e. Include decorative concrete masonry unit on one face of unit masonry wall mockup.
2. Clean one-half of exposed faces of mockups with masonry cleaner as indicated.
3. Protect accepted mockups from the elements with weather-resistant membrane.
4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
    a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
    b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

C. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.9 FIELD CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches down both sides of walls, and hold cover securely in place.
2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe, and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 PERFORMANCE REQUIREMENTS

A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.
   1. Determine net-area compressive strength of masonry by testing masonry prisms according to ASTM C 1314.

2.3 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet vertically and horizontally of a walking surface.

C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.

   1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

2.4 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

   1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
   2. Provide square-edged units for outside corners unless otherwise indicated.

B. Integral Water Repellent: Provide units made with integral water repellent for exposed units.

1. Integral Water Repellent: Liquid polymeric, integral water-repellent admixture that does not reduce flexural bond strength. Units made with integral water repellent, when tested according to ASTM E 514/E 514M as a wall assembly made with mortar containing integral water-repellent manufacturer's mortar additive, with test period extended to 24 hours, shall show no visible water or leaks on the back of test specimen.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) ACM Chemistries.
2) BASF Corporation; Construction Systems.
3) Euclid Chemical Company (The); an RPM company.
4) GCP Applied Technologies Inc. (formerly Grace Construction Products).
5) Moxie International.

C. CMUs: ASTM C 90.
1. Density Classification: Normal weight.
2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

D. Decorative CMUs: ASTM C 90.
a. Manufacturers: Subject to compliance with requirements, provide products from the following:

1) Featherlite Corporation
2. Density Classification: Lightweight or Medium weight as required by the manufacturer.
3. Size (Width): Manufactured to dimensions specified in "CMUs" Paragraph.
4. Pattern and Texture:

a. Standard pattern, ground-face finish.

5. Colors: To be selected from manufacture's standard range of colors.

2.5 MASONRY LINTELS

A. General: Provide one of the following:

B. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs matching adjacent CMUs in color, texture, and density classification, with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.6 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Colored Cement Products: Packaged blend made from portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.

1. Colored Portland Cement-Lime Mix:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Essroc.
2) Holcim (US) Inc.
3) Lafarge North America Inc.
4) Lehigh Hanson; HeidelbergCement Group.

2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
3. Pigments shall not exceed 10 percent of portland cement by weight.

D. Aggregate for Mortar: ASTM C 144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.
4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

E. Aggregate for Grout: ASTM C 404.

F. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ACM Chemistries.
b. BASF Corporation; Construction Systems.
c. Euclid Chemical Company (The); an RPM company.
d. GCP Applied Technologies Inc. (formerly Grace Construction Products).

G. Water: Potable.

2.7 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.

1. Interior Walls: Hot-dip galvanized carbon steel.
2. Exterior Walls: Hot-dip galvanized carbon steel.
3. Wire Size for Side Rods: 0.148-inch diameter.
4. Wire Size for Cross Rods: 0.148-inch diameter.
5. Wire Size for Veneer Ties: 0.187-inch diameter.
6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

C. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.

D. Masonry-Joint Reinforcement for Multiwythe Masonry:

1. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.

2.8 TIES AND ANCHORS

A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.

B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.

C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.

1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches long may be used for masonry constructed from solid units.
2. Where wythes do not align are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches.
3. Wire: Fabricate from 3/16-inch-diameter, hot-dip galvanized steel wire.

D. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized steel wire.
2. Tie Section: Triangular-shaped wire tie made from 0.187-inch-diameter, hot-dip galvanized steel wire.

2.9 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and Section 076200 "Sheet Metal Flashing and Trim" and as follows:

1. Stainless Steel: ASTM A 240/A 240M or ASTM A 666, Type 304, 0.016 inch thick.
2. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
3. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
4. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
5. Solder metal items at corners.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Advanced Building Products Inc.
2) Hohmann & Barnard, Inc.
3) Wire-Bond.
4) York Manufacturing, Inc.

2. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.030 inch.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Advanced Building Products Inc.
2) Carlisle Coatings & Waterproofing Inc.
3) Fiberweb, Clark Hammerbeam Corp.
4) GCP Applied Technologies Inc. (formerly Grace Construction Products).
5) Heckmann Building Products, Inc.
6) Hohmann & Barnard, Inc.
7) Polyguard Products, Inc.
8) W. R. Meadows, Inc.
9) Williams Products, Inc.
10) Wire-Bond.

b. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

C. Application: Unless otherwise indicated, use the following:

1. Where flashing is indicated to receive counterflashing, use metal flashing.
2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge or flexible flashing with a metal drip edge.
4. Where flashing is fully concealed, use flexible flashing.

D. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."

E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

F. Termination Bars for Flexible Flashing: Stainless steel bars 0.075 inch by 1 inch.

2.10 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.

B. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

C. Weep/Cavity Vent Products: Use[**one of**] the following unless otherwise indicated:

1. Vinyl Weep Hole/Vent: Units made from flexible PVC, designed to fit into a head joint and consisting of a louvered vertical leg, flexible wings to seal against ends of masonry units, and a top flap to keep mortar out of the head joint; in color selected by Architect.

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Hohmann & Barnard, Inc.
        2) Williams Products, Inc.
        3) Wire-Bond.

D. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Advanced Building Products Inc.
    b. CavClear/Archovations, Inc.
    c. Heckmann Building Products, Inc.
    d. Hohmann & Barnard, Inc.
    e. Mortar Net Solutions.
    f. Wire-Bond.

2. Configuration: Provide one of the following:

   a. Strips, full depth of cavity and 10 inches high, with dovetail-shaped notches 7 inches deep that prevent clogging with mortar droppings.

2.11 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use portland cement-lime mortar unless otherwise indicated.
3. For exterior masonry, use portland cement-lime mortar.
4. For reinforced masonry, use portland cement-lime mortar.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.

1. For masonry below grade or in contact with earth, use Type S.
2. For reinforced masonry, use Type S.
3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type S.

D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.

1. Pigments shall not exceed 10 percent of portland cement by weight.
2. Mix to match Architect's sample.
3. Application: Use pigmented mortar for exposed mortar joints with the following units:

   a. Decorative CMUs.

E. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
2. Verify that foundations are within tolerances specified.
3. Verify that reinforcing dowels are properly placed.
4. Verify that substrates are free of substances that impair mortar bond.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond for concrete masonry units and stack bond for decorative concrete masonry units; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Lay concealed masonry with all units in a wythe in running bond. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

I. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.

1. Install compressible filler in joint between top of partition and underside of structure above.
2. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078443 "Joint Firestopping."

3.5 MORTAR BEDDING AND JOINTING

A. Lay CMUs as follows:

1. Bed face shells in mortar and make head joints of depth equal to bed joints.
2. Bed webs in mortar in all courses of piers, columns, and pilasters.
3. Bed webs in mortar in grouted masonry, including starting course on footings.
4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

E. Cut joints flush where indicated to receive cavity wall insulation and air barriers unless otherwise indicated.

3.6 CAVITY WALLS

A. Bond wythes of cavity walls together as follows:

1. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.

a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
b. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement.

B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

C. Installing Cavity Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.7 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

1. Space reinforcement not more than 16 inches o.c.
2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

3.8 CONTROL AND EXPANSION JOINTS

A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

B. Form control joints in concrete masonry using one of the following methods:

1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout, and rake out joints in exposed faces for application of sealant.
2. Install preformed control-joint gaskets designed to fit standard sash block.
3. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.

C. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8 inch.

1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.9 LINTELS

A. Install steel lintels where indicated.

B. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.

C. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.10 FLASHING, WEEP HOLES, AND CAVITY VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install cavity vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe. Form 1/4-inch hook in edge of flashing embedded in inner wythe.
3. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
4. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
5. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.

C. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

D. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.

1. Use specified weep/cavity vent products to form weep holes.

2. Space weep holes 24 inches o.c. unless otherwise indicated.

E. Place cavity drainage material in airspace behind veneers to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

3.11 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

C. Testing Prior to Construction: One set of tests.

D. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.

E. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

F. Prism Test: For each type of construction provided, according to ASTM C 1314 at 7 days and at 28 days.

3.13 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.14 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Crush masonry waste to less than 4 inches in each dimension.
2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
3. Do not dispose of masonry waste as fill within 18 inches of finished grade.

C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

(This page left intentionally blank.)

CHANIN
ENGINEERING, LLC

STRUCTURAL ENGINEERING

400 NOLANA SUITE H2
MCALLEN, TX 78504
TEL. 956- 687- 9421
FAX 956- 687- 3218
FIRM REG. NUMBER F-9369

ADDENDUM NO. 1

February 13, 2017

"Hidalgo County Precinct 4 – Recovery and Motor Pool Improvements"

PLEASE NOTE RESPONSE AS FOLLOWS:

No. 1 Response

A. Question:

   a. The metal Building Specification does not specify the roof and wall panel types and finish. The Structural sections reference a 24" wide trapezoidal standing seam roof panel. Is it acceptable to assume this type of roof panel and a PBR panel for the walls?

B. Response:

   a. Metal Roof Panels:

      i. Standing-Seam, Trapezoidal-Rib, Metal Roof Panels: Formed with interlocking ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels.

         1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 24 gauge. nominal uncoated steel thickness.

            a. Exterior Finish: Galvalum
            b. Color: Galvalum

         2. Clips: Two-piece floating to accommodate thermal movement.
         3. Joint Type: Mechanically seamed.
         4. Panel Coverage: 24 inches
         5. Panel Height: 3 inches
         6. Faced Metal Building Insulation: ASTM C 991, Type II, glass-fiber-blanket insulation; 0.5-lb/cu. ft. density; 2-inch wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
            a. Retainer Strips: For securing insulation between supports, 0.025-inch nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.
            b. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than 0.02 perm when tested according to ASTM E 96/E 96M, Desiccant Method.

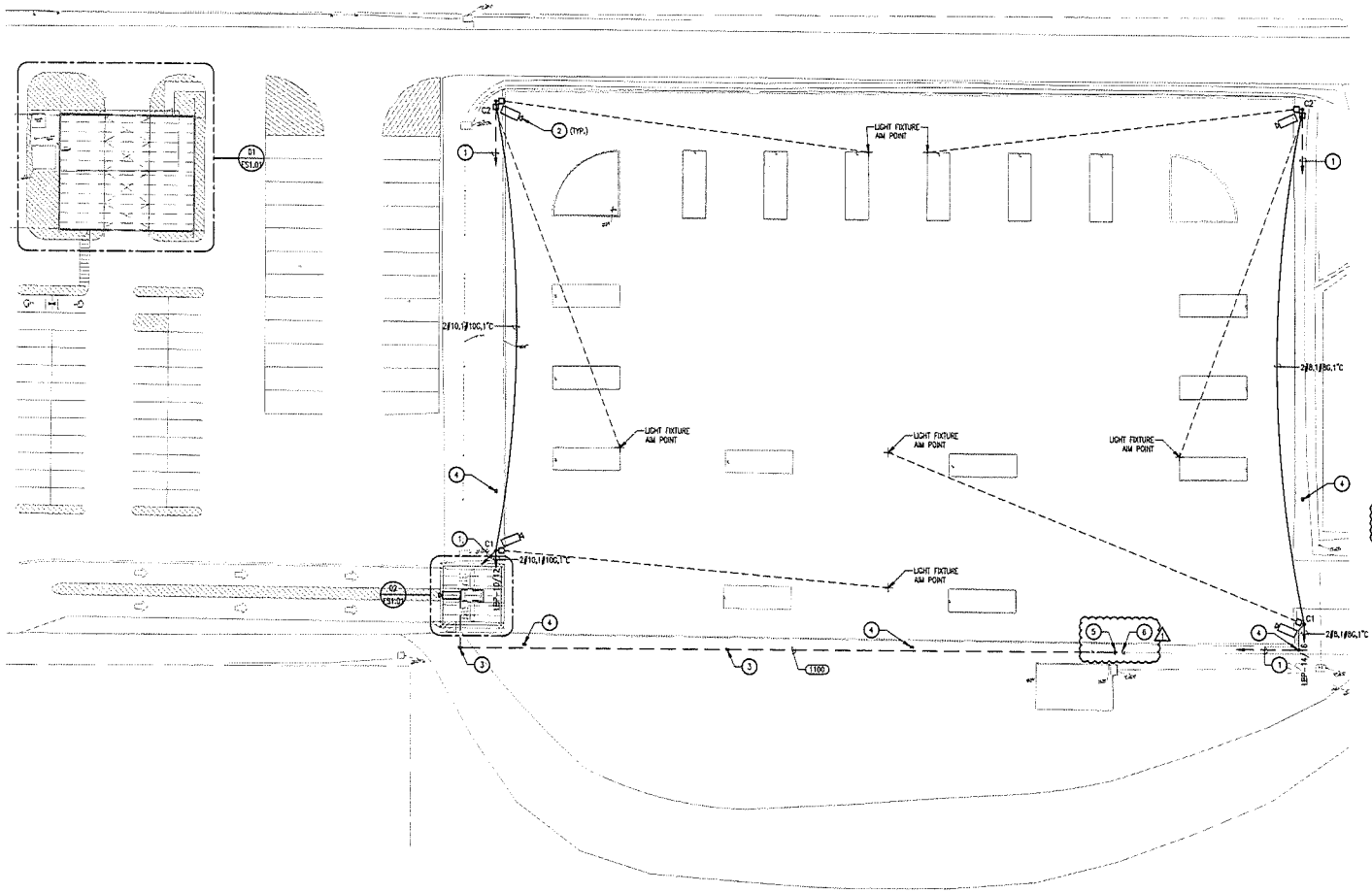
b. Metal Wall Panels:

i. Exposed-Fastener, PBR, Metal Wall Panels Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 26 gauge nominal uncoated steel thickness. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.

a. Exterior Finish: Two-coat fluoropolymer
b. Color: As selected by Owner from manufacturer's full range.

2. Major-Rib Spacing: 12 inches o.c.
3. Panel Coverage: 36 inches
4. Panel Height: 1.5 inches



01 ELECTRICAL SITE PLAN
SCALE: 1"=30'

GENERAL NOTES:

A. REFER TO E0.01 FOR GENERAL NOTES.

B. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF TRENCHING WITHIN THE COLLECTION SITE. ROUTE ALL NEW CONDUIT IN GREEN AREA AROUND COLLECTION SITE FOR INSTALLATION OF NEW ELECTRICAL CIRCUITING AND FUTURE COMMUNICATION SYSTEMS.

C. CONTRACTOR SHALL COORDINATE ROUTING AND LOCATION OF TRENCHING TO MINIMIZE THE AMOUNT TRENCHING REQUIRED TO INSTALL NEW ELECTRICAL SYSTEMS. RUN NEW ELECTRICAL AND COMMUNICATIONS CONDUIT IN SAME TRENCH AS MUCH AS POSSIBLE.

KEY NOTES: (1)

1. PROVIDE 1-1/2" CONDUIT WITH PULL STRING FOR CAMERA INSTALLATION. EXTEND CAMERA ASSOCIATED CONDUIT TO NETWORK SWITCH AT NEW BOOTH. CAMERAS BY OTHERS.
2. CAMERA INSTALLATION BY OTHERS. PROVIDE POLE WITH REQUIRED MOUNTING PLATE AND PREDRILLED FOR ROUTING OF CAMERA WIRING. COORDINATE EXACT CAMERA REQUIREMENTS WITH CAMERA INSTALLER.
3. FOR SUB-FEED FEEDER TO PANEL "LBP", PROVIDE WITH OLDCASTLE, SYNERTECH COMPOSITE DU013X24 WITH TIER 15 COVER.
4. FOR FUTURE SECURITY CAMERA ROUGH-IN, PROVIDE WITH OLDCASTLE, SYNERTECH COMPOSITE DU011X18 WITH TIER 15 COVER AT EVERY 200'-0".

5. RELOCATED EXISTING ELECTRICAL SERVICE EQUIPMENT TO THE LOCATION. REFER TO ELECTRICAL RISER FOR ADDITIONAL INFORMATION.
6. EXISTING POLE MOUNTED UTILITY TRANSFORMERS.

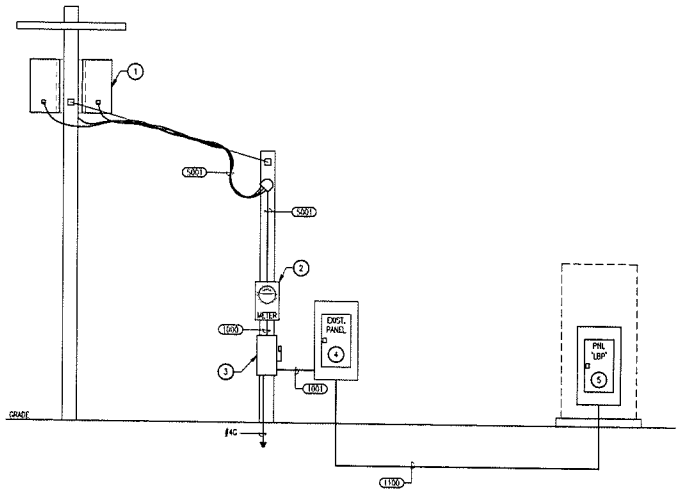
Hidalgo County
Precinct 4 - Recovery and
Motor Pool Improvements
1051 N. Doolittle Rd.
Edinburg, Texas 78542

HALFF
5000 WEST ESPERANZA, SUITE 100
EDINBURG, TEXAS 78542
TEL: (956) 383-6031
FAX: (956) 383-6035
TBPE F-312 #T-312

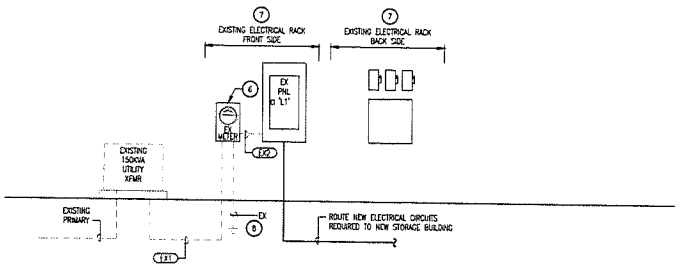
Revision No.	Date	Description
1	2/1/2017	Addendum #1

STATE OF TEXAS
JOSE A. DELGADO
101998
LICENSED PROFESSIONAL ENGINEER
01/19/2017

Project No.:	31800/WA01
Issued:	10 / 10 / 16
Drawn By:	CHAVEZ
Checked By:	J.D.
Scale:	AS NOTED
Sheet Title	ELECTRICAL SITE PLAN
Sheet Number	ES1.00



01 ELECTRICAL RISER DIAGRAM - COLLECTION SITE
N.T.S.



02 ELECTRICAL RISER DIAGRAM - STORAGE BUILDING
N.T.S.

GENERAL NOTES:

A. INFORMATION ON THIS SHEET HAS BEEN TAKEN FROM RECORD DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY AND ALL DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THESE PLANS TO THE ENGINEER IMMEDIATELY.

KEY NOTES: 1

1. EXISTING POLE MOUNTED UTILITY TRANSFORMERS.
2. RE-INSTALL EXISTING METER ENCLOSURE AT NEW LOCATION. METER ENCLOSURE IS IN POSSESSION OF HIDALGO COUNTY PRECINCT 4.
3. PROVIDE NEW 200/200/3, 240V, NEMA-3R DISCONNECT SWITCH.
4. REINSTALL EXISTING ELECTRICAL PANEL AT NEW LOCATION. METER ENCLOSURE IS IN POSSESSION OF HIDALGO COUNTY PRECINCT 4.
5. REFER TO PANEL SCHEDULE AND SPECIFICATION SECTION FOR BOOTH.
6. EXISTING METER SOCKET.
7. EXISTING ELECTRICAL EQUIPMENT RACK. REFER TO SITE PLAN FOR LOCATION.
8. FIELD VERIFY EXISTING GROUNDING ELECTRODE CONDUCTOR IS #4 IN SIZE, IF EXISTING CONDUCTOR IS SMALLER THAN #4 REPLACE WITH #4 AND CONNECT TO EXISTING GROUNDING ROD(S).

Hidalgo County
Precinct 4 - Recovery and
Motor Pool Improvements
1051 N. Doolittle Rd.
Edinburg, Texas 78542

HALFF
2500 WEST MILITARY, SUITE 100
MCALLEN, TEXAS 78503
TEL (956) 654-2250
FAX (956) 654-2252
TBPE FIRM #F-312

Revision No.	Date	Description
1	2/13/2017	Addendum #1

STATE OF TEXAS
JOSE A. DELGADO
101998
LICENSED PROFESSIONAL ENGINEER
01/19/2017

Project No.:	31696(WA01)
Issued:	10 / 10 / 16
Drawn By:	CHAVEZ
Checked By:	J.D.
Scale:	AS NOTED
Sheet Title	ELECTRICAL RISER DIAGRAMS

E3.01
Sheet Number

AI-59139 **Purchasing Department** **22. E. 3.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Change Order No. 2 to [*extend the term an additional twenty-six (26) days*] in connection to agreement #C-16-145A-07-19 with RG Enterprises, LLC. dba, G&G Construction as [reviewed/recommended by project architect Mata-Garcia Architects, LLP] for ongoing project: "Landscape/Structural and Irrigation Construction for the San Carlos CRC" in Precinct 4.

BACKGROUND

Change Order #2-G&G Contractors, LLC

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1345-419-40-124-123-0-740

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

BUDGETARY IMPACT:

PO No. 748664

Attachments

CO#2-G&G Contractors (San Carlos CRC) Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/29/2017 02:59 PM
Budget & Management	Veronica Ortiz	03/29/2017 04:10 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Letty Saenz		Started On: 03/28/2017 10:35 AM
Final Approval Date: 03/31/2017		

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 002	OWNER: ☒
San Carlos CRC Landscaping*Retaining Wall*Irrigation Project San Carlos, Texas	**DATE:** March 24, 2017	ARCHITECT: ☒
		CONTRACTOR: ☒
TO CONTRACTOR *(Name and address):*	**ARCHITECT'S PROJECT NUMBER:** 201605	FIELD: ☐
G&G Contractors 711 E. Wisconsin Rd. Edinburg, Texas 78539	**CONTRACT DATE:** September 25, 2016 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Extension of twenty-six (26) days due to climate conditions at nursery's in other states that have caused delays in the delivery of landscaping plant material.

The original Contract Sum was	$	228,747.39
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	228,747.39
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	228,747.39

The Contract Time will be increased by Twenty-six (26) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 17, 2017

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	G&G Contractors	Hidalgo County Pct. 4
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1314 Ivy Avenue, McAllen, Texas 78501	711 E. Wisconsin Rd. Edinburg, Tx 78539	1051 N. Doolittle Rd. Edinburg, Tx78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia		
(Typed name)	*(Typed name)*	*(Typed name)*
03.24.17	03.24.17	
DATE	**DATE**	**DATE**

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:28:00 on 03/24/2017 under Order No.3215130375_1 which expires on 11/21/2017, and is not for resale.
User Notes: (1245275470)

On Mar 20, 2017 1:05 PM, "Greenthumb_YM R" <greenthumb_ym@yahoo.com> wrote:
Manuel,

Please see email from my supplier in San Antonio Tx.
Let me know if this ok.

Thanks,
Ruth Ramos
FR Green Thumb Landscaping
5212 N. Jackson Rd.
Edinburg, TX 78541
956.380.2289 Phone
956.381.8631 Fax

On Monday, March 20, 2017 10:36 AM, Lindsey Slomchinski <lindsey@missionlandscapesupplies.com> wrote:

Ruth,

As per our conversation about plant availability, these are the plants that have been difficult to find, particularly since you need larger quantities than just a few. These items should start to come back on availability in the next couple weeks, around the 1st of April. This year has been tough so far because of the hard freeze we had which wiped out a lot of stock all over Texas.

Agave weberi (not much available, most have had significant damage and take longer to grow)
Columbine
Salvia coccinea
Mexican Buckeye
Ratibida (Mexican Hat)
Salvia farinacea

Thanks

Lindsey Slomchinski
Mission Landscape Supplies, Inc.
4455 Stahl Road
San Antonio, TX 78217
(830) 570-6089 Cell
(210) 495-2400 Office

G & G
Contractors

MARCH 24, 2017

MATA-GARCIA ARCHITECTS
1314 Ivy Ave
McAllen, Tx 78501

Attn: Hector Garcia

Re: Extension of Time for San Carlos Landscape Project

G&G Contractors is requesting 6 additional days be added to contract for the San Carlos Landscape Project after the arrival of the plants at the jobsite.

Sincerely,

Rene Garza
Owner

711 E. Wisconsin Rd.

Edinburg, Texas 78539

956-283-7040-Phone

956-283-7040-Fax

AI-59061 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of response received from the sole responsible vendor submitting the best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract document for project titled: Hidalgo County WIC Program- "Purchase of Microcuvettes" through RFB 2017-044-03-15-YZV and subject to compliance with HB 1295 if and when applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1292-441-00-350-001-7-610

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

LEGALS-OKAY
Departments Approval Memo
1295 Form
contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/25/2017 02:06 PM
Budget & Management	Veronica Ortiz	03/27/2017 07:59 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Yolanda Velasquez Started On: 03/20/2017 04:14 PM

Final Approval Date: 03/31/2017

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

RE: Draft Requirements Agreement

From : Steve Crain <scrain@atlashall.com> Mon, Mar 20, 2017 03:52 PM
Subject : RE: Draft Requirements Agreement
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The contract is OK. 

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, March 20, 2017 3:35 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: Draft Requirements Agreement

Good afternoon Mr. Crain,

Please review contract as to form. Working on an Agenda for April 04th CC Meeting.

Thanks and have a great Monday!

Yoli
----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Mon, 23 Jan 2017 16:17:20 -0600 (CST)
Subject: RE: Draft Requirements Agreement

The draft is OK.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, January 23, 2017 3:50 PM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: Draft Requirements Agreement

Oh my goodness!

Please review as to form.

Thank you.
----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Mon, 23 Jan 2017 15:46:21 -0600 (CST)
Subject: RE: Draft Requirements Agreement

Check your dates in numbered 1.

From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, January 23, 2017 1:19 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Draft Requirements Agreement
Importance: High

Good afternoon Mr. Crain,

Hope you had a great weekend. :)

Please review "Draft Requirements Agreement" to proceed to next procurement step. I have an Agenda for February 07, 2017 CC Meeting for authority to advertise and approval of procurement packet. Please review as to form.

Thank you.

Yolanda Z. Velasquez

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

TO: **Clarissa Ramirez, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email: mague.gonzalez@wic.co.hidalgo.tx.us**

FROM: **Yolanda Velasquez, Buyer III** YZV
H C Purchasing Department

DATE: **March 15, 2017**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2017-044-03-15- Hidalgo County WIC Program-Purchase of Microcuvettes"

We have received sole-response to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response March 21, 2017 @ 10:00 a.m. or if possible earlier. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: yolanda.velasquez@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 7.1292.441.00.350.001.7.610

Recommendations/Concerns: Please award bid to Sole Bidder- EKF Diagnostics /dba /Stanbio Laboratory

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Clarissa Ramirez CR	Clarissa Ramirez	/ / 03/16/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County – WIC Program

BID OPENING DATE: March 15, 2017 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Purchase of Microcuvettes"

BID NO: 2017-044-03-15-YZV

	NAME OF COMPANY	ACKNOWLEDGEMENT	UNIT PRICE
1.	EKF d/b/a STANBIO LABORATORY	√	$152.00/ PER BX $30,400/(200 BXS)
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

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:
2017-181632

Date Filed:
03/22/2017

Date Acknowledged:
03/22/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EKF Diagnostics dba Stanbio Laboratory
Boerne, 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 services, goods, or other property to be provided under the contract.

C-17-044
Microcuvettes for Hemoglobin Analyzers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
EKF Diagnostics dba Stanbio Laboratory	Boerne, 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.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-181632

Date Filed:
03/22/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
EKF Diagnostics dba Stanbio Laboratory
Boerne, 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 services, goods, or other property to be provided under the contract.
C-17-044
Microcuvettes for Hemoglobin Analyzers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
EKF Diagnostics dba Stanbio Laboratory	Boerne, 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.

PATRICIA G. VAUTER
My Notary ID # 2509002
Expires September 7, 2020
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ed Hitchler, this the 22nd day of March, 20 17, to certify which, witness my hand and seal of office.

Patricia G. Vauter — Patricia G. Vauter — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

REQUIREMENTS AGREEMENT
C-17-044-04-05

THIS AGREEMENT (the "Agreement") is entered into as of the 05th day of April, 2017 by and between **EKF Diagnostics, Inc.** dba **Stanbio Laboratory, LP** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Microcuvettes"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two years; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) year commencing **April 29, 2017** and ending **April 28, 2019** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Seller:
EKF Diagnostics, Inc. DBA Stanbio Laboratory LP
Attn. Edward J. Hitchler, General Manager
1261 N. Main Street
Boerne, Texas 78006

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON; _____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: EKF Diagnostics, Inc.,
DBA: Stanbio Laboratory, LP

By:_____
Edward J. Hitchler, General Manager

EXHIBIT “A”

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 27, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"Purchase of Microcuvettes"**
RFB Bid No: 2017-044-03-15-YZV

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4881.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*yzv*
Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY WIC PROGRAM

"Purchase of Microcuvettes"

RFB NO: 2017-044-03-15-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Exhibit A, Specifications	2
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Requirements Agreement	7
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-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.

Martha L. Salazar, CPPB, Purchasing Agent

2/27/2017
Date

Bid No:2017-044-03-15-YZV	Buyer : Yolanda Z. Velasquez	Tel. No: (956) 318-2626 ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY –WIC PROGRAM
"Purchase of Microcuvettes"

BID OPENING DATE

March 15, 2017

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:
Yolanda Velasquez, Buyer III
(956) 318-2626 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM -"Purchase of Microcuvettes"** 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.: 2017-044-03-15-YZV"HIDALGO COUNTY WIC PROGRAM – Purchase of Microcuvettes"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, March 15, 2017. NO FACSIMILES, EMAILS 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 WIC PROGRAM –Purchase of Microcuvettes"RFB NO.: 2017-044-03-15-YZV"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - "HIDALGO COUNTY WIC PROGRAM -RFB NO.: 2017-044-03-15-YZV- Purchase of Microcuvettes"
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	March 15, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____ 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

- 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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 E, 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.

22. 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. (2017-044), 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: yolanda.velasquez@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MICROCUVETTES"
BID NO.: 2017-044-03-15-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2017-044-03-15-YZV

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only"** there is no guaranteed annual volume.

SCOPE
The successful supplier shall furnish and deliver, FOB inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:
1. Hemoglobin MicroCuvettes (3015-200) must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. MicroCuvettes (3015-200) must be compatible with the HemoPoint H2-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived HemoPoint H2-Hemoglobin test system MicroCuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:
1. Term of contract is for three (3) years period with County's option to extend the contract for an additional year.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. 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 lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Vendor must be in business for at least two years.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to: yolanda.velasquez@co.hidalgo.tx.us by no later than Monday, March 06, 2017 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Wednesday, March 08, 2017 by 5:00 p.m.

EXHIBIT "B"revised

Bid Page

Hidalgo County WIC Program

"Purchase of Microcuvettes"

BID No. 2017-044-03-15-YZV

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	*Item No.*	*Quantity*	*Unit Price*	*Total Cost*
Microcuvettes		200 box ct	$	$

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 & DATE: _____

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 (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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

" will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

" will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

" have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

REQUIREMENTS AGREEMENT
C-17-044-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the day of March, 2014 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Microcuvettes"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two years; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) year commencing _____, 2017 and ending _____ 2015 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to

DRAFT

the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539

If to Seller: COMPANY'S NAME
ADDRESS
CITY, STATE

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

DRAFT

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

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

By_____

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

EXHIBIT “A”

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

EXHIBIT “B”

BID PAGE

EXHIBIT “C”

CERTIFICATE OF INSURANCE

HIDALGO COUNTY-WIC PROGRAM
REQUEST FOR BIDS
PURCHASE OF MICROCUVETTES

RFB No.: 2017-044-03-15-YZV

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" – Insurance Acknowledgement forms (Page 3&4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT “B”

BID PAGE

OPEN
9583-15-17

Witne

EXHIBIT "B" revised
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2017-044-03-15-YZV

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	*Item No.*	*Quantity*	*Unit Price*	*Total Cost*
Microcuvettes	3015-200	200 box ct	0.76 per test $152.00 per box	$30,400.00

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: EKF Diagnostics Inc, dba Stanbio Laboratory

ADDRESS: 1261 N. Main Street

CITY/STATE/ZIP CODE: Boerne, TX 78006

PHONE & FAX NO'S: 830-249-0772; 830-249-0851-Fax

CELLULAR NO: 210-601-5252

E-MAIL ADDRESS: PMoreheny@EKFdiagnostics.com

AUTHORIZED SIGNATURE:

PRINTED NAME & DATE: Edward J. Hitchler

TITLE General Manager

EXHIBIT “C”

CERTIFICATE OF INSURANCE

Client#: 934493 STANBLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2016

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	CONTACT NAME: Lori Lynd
USI Insurance Services LLC -CL 7550 IH-10 West, Suite 700 San Antonio, TX 78229 210 366-0671	PHONE (A/C, No, Ext): 210-524-2055 FAX (A/C, No): 484-652-5441 E-MAIL ADDRESS: lori.lynd@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EKF Diagnostics dba Stanbio Laboratory
1261 N. Main St.
Boerne, TX 78006

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			35786026	06/30/2016	06/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $ $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73567597	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79812469	06/30/2016	06/30/2017	EACH OCCURRENCE AGGREGATE 	$4,000,000 $4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Products Liab.			35786027	06/30/2016	06/30/2017	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - Stanbio Laboratory, LP; EKF Life Sciences; Separation Technology, Inc.; Stanbio Life Sciences

Hidalgo County is additional insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jane Carlisle

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PQRZP

AI-59192 **Purchasing Department** **22. G. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of new Exhibit "C" [as it is in the best interest of Hidalgo County to do so] for the Request for Bid titled -Hidalgo County Sheriff's Office-"Repair-Installation & Removal of Communication & Radio Tower Misc. Equipment" through project: 2017-039a-03-22-SGS, including the Extension of Bid Opening date to April 19, 2017 so as to give interested participants ample time to acquire increased insurance limits.

BACKGROUND

Recommended for and in the best interest of Hidalgo County to limit exposure with concurrence by the Honorable Steve Crain.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

For this agenda item there no fiscal impact.

Attachments

Exihibit C

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/31/2017 05:34 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM

Form Started By: Sandy Suarez Started On: 03/31/2017 09:19 AM

Final Approval Date: 03/31/2017

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.

AI-59127 **Purchasing Department** **22. G. 2.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole vendor submitting a responsible and best bid [i.e. meeting all specifications and requirements] including approval of contract document [but in no event to exceed $50K] for: Request for Sealed Quote titled: "Removal & Cleaning of at Least Two Grease Tanks" - No.: 2017-096-03-15-HGO

BACKGROUND

1. Packets distributed - 3
2. Sole quote received - South Texas Grease Retrieval
3. Contract effective - April 6, 2017
4. Contract expires - April 5, 2018

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-423-21-280-002-0-421

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

BUDGETARY IMPACT:

Attachments

Contract
Legal Approval
Form 1295
Dept Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/27/2017 04:16 PM
Budget & Management	Veronica Ortiz	03/27/2017 04:21 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Heidi Ortiz		Started On: 03/27/2017 11:34 AM
Final Approval Date: 03/31/2017		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-096-04-05

THIS CONTRACT is made and entered into this **5th day** of **April, 2017** by and between **the COUNTY OF HIDALGO ("County") acting by and through its' Sheriff's Office, a political subdivision of the State of Texas** ("Department"), and **South Texas Grease Retrieval** ("Company").

WHEREAS, Company responded to Request for Sealed Quotes **"Removal & Cleaning of at Least Two Grease Tanks (AS NEEDED BASIS)"** for **Hidalgo County Sheriff's Office** (the "Services"); and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as requested, a copy of Request for Sealed Quote (RFSQ) being attached hereto as Exhibit "A" (the "RFSQ") and Company's quote being attached hereto as Exhibit "B" (the "Request for Quote Form"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's Contract to perform the Services in accordance with the RFSQ, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations in **Hidalgo County**. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFSQ within **Hidalgo County** following a request for Services by the Department. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning April 6, 2017 and ending on April 5, 2018 unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this quote for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, which County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **Hidalgo County Sheriff's Office**
711 E. Cibolo Road
Edinburg, Texas 78541

If to Company: **South Texas Grease Retrieval**
1034 McIver, Suite 101
Corpus Christi, TX. 78418

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

14. This Contract may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 Contract, County may terminate this Contract upon thirty (30) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County.

18. **Entire Agreement.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

19. **Immunities.** Nothing in this Contract 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.

20. **Nondiscrimination:** Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Office of District Attorney

_____
By: Robert Viña III
Assistant District Attorney

Approved by Commissioners Court on the ____ day of _____, 2017.

Contract #C-17-096-04-05
"Removal & Cleaning of At Least Two Grease Tanks (on an as needed basis)"

EXHIBIT “A”

REQUEST FOR SEALED QUOTE (RFSQ)

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 1, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE (all funding sources, programs & entities)**
Request for Sealed Quotes -"REMOVE & CLEAN at Least TWO GREASE TANKS"
RFSQ Bid No: 2017-096-03-15-HGO

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Sealed Quotes (RFSQ) packet. Carefully read and review all instructions, Requirements, and Specifications as modifications and new requirements have been added and implemented.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

Enclosures

HIDALGO COUNTY PURCHASING
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 381-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR SEALED QUOTES (RFSQ)
HIDALGO COUNTY SHERIFF'S OFFICE
"REMOVE & CLEAN AT LEAST TWO GREASE TANKS"
RFSQ NO: 2017-096-03-15-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	10
3.	Exhibit A, Specifications	4
4.	Exhibit B, Bid Page & Quote Page	2
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	RFSQ Submittal Checklist	1

The above-mentioned items shall be found in this Request for Sealed Quotes-(RFSQ) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact the Purchasing Dept. 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.

Heidi Garcia Ortiz, Buyer III

03-01-17
Date

RFSQ:2017-096-03-15-HGO	Heidi Garcia Ortiz, Buyer III	Tel. No: (956) 318-2626 ext 4877

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE
"REMOVE & CLEAN AT LEAST TWO GREASE TANKS"
RFSQ NO.: 2017-096-03-15-HGO

DUE DATE:
MARCH 15, 2017

Contact Person:
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626-Ext. 4877

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE– "REMOVE & CLEAN AT LEAST TWO GREASE TANKS"** in accordance with the specifications attached hereto as Exhibit "A". RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required to have the Participants name and return address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package: **RFSQ No: 2017-096-03-15-HGO-HIDALGO COUNTY SHERIFF'S OFFICE -"REMOVE & CLEAN AT LEAST TWO GREASE TANKS"** and in County's Purchasing Department, physical address: 2802 S. Business 281, mailing address: 2812 S. Business Hwy 281- Administration Building, Edinburg, Texas, **on or before 11:00 A.M. MARCH 15, 2017. FACSIMILES, EMAILS OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 AND/OR PACKAGE WITH REFERENCE TO RFSQ No: 2017-096-03-15-HGO**. Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 10);**
   2. **Quote Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **SAMS.gov Registration Acknowledgement (See Number 18 below).**

3. Hidalgo County reserves the right to A.) separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so; and D.) award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Participant shall not substitute items named in the RFSQ 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 Participant or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. The participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalog numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. ~~Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.~~

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. The 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 an RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditors Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

. No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).

. 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 applicable).

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Heidi Garcia Ortiz, Buyer III
(956) 318-2626 Ext.4877

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "REMOVE & CLEAN AT LEAST TWO GREASE TANKS"** 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**

Sealed Quote Opening, 11:00 AM	**MARCH 15, 2017**
Award of Contract	**_____, 2017**
Commence Work or Deliver Products	**_____, 2017**

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. An RFSQ bond must be executed by a surety company authorized to do business in Texas.~~ All Respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of an RFSQ, and prior to the commencement of the actual work, the Participant 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official,

department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, 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

22. **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 RFSQ packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the RFSQ No. 2017-096-03-15-HGO 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 heidi.ortiz@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 a delay of the 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

23. If during the life of any contract or RFSQ awarded, the successful Participant'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.

24. RFSQs and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting an RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

26. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant'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.

27. Any contract award to a successful Participant 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.

28. 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise, perform in accordance with the specifications.

29. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participants indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

30. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
for
HIDALGO COUNTY SHERIFF' OFFICE
"REMOVE & CLEAN AT LEAST TWO GREASE TANKS"
RFSQ No: 2017-096-03-15-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Heidi Garcia Ortiz, Buyer III
Physical Address: 2802 S. Business Hwy. 281 - 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 Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

This page must be submitted with the quote

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"REMOVAL & CLEANING OF AT LEAST TWO GREASE TANKS"
RFSQ NO. 2017-096-03-15-HGO
RFSQ: Opening Date: 03/15/2017

SPECIFICATIONS/REQUIREMENTS

OVERVIEW:

Hidalgo County Sheriff's Office (all funding sources) is requesting sealed quotes from interested and qualified vendors to provide services on an as-needed basis for Removal & Cleaning of at Least Two Grease Tanks".

Hidalgo County may utilize State awarded contracts whenever it is in the County's best interest to do so.

Vendor shall have been in business (in this field) for a minimum of two (2) years.

Services include but are not limited to the following:

1. **Removal and cleaning of at least two (2) 5,000-gallon grease tanks;**

2. **The vendor must provide personnel for the administration of the following:**
   a. **Transport**
   b. **Disposal**
   c. **Landfill State & Fuel SC Fees**
   d. **Environmental/Safety**
   e. **Removal**
   f. **Complete washout with pressure washer for at least two (2) 5,000 gal tanks**

TERMS & CONDITIONS

1. Awarded vendor(s) should propose a price for a period of one (1) year commencing upon termination of the current contract with the County's option to extend for an additional year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. Hidalgo County reserves the right to continue this quote 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 quote for the next contract term.

3. Hidalgo County reserves the right to hold quotes for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

5. Hidalgo County reserves the right to award to one or multiple vendors whichever is in the best interest of the County.

6. Any contract awarded to a successful vendor(s) will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

7. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

8. The successfully awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits throughout the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

10. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

11. **Have been in business for at least two years.**

12. **Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.**

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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 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 the time of price change.

1) **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.

2) **The timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

3) **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.

4) **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:
All Costs And Expenses Associated With The Preparation And Submission Of Quotes Shall Be The Responsibility Of The Vendor and No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, **heidi.ortiz@co.hidalgo.tx.us.** Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO Heidi.ortiz@co.hidalgo.tx.us NO LATER THAN, Wednesday, March 8, 2017 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via e-mail by no later than, Friday, March 10, 2017 by 5:00 p.m.

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE "REMOVE & CLEAN TWO GREASE TANKS"
RSFQ NO. 2017-096-03-15-HGO

BID PAGE

SERVICE SCHEDULE:
Monday thru Friday from 8:00 a.m. to 3:00 p.m. or as long as duties are completed and approved by HCSO personnel.

BID PER:	BID AMOUNT:
MONTH	$
YEAR	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NOs: _____

CELLULAR NOs: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

REQUEST FOR SEALED QUOTES FORM

DATE: March 1, 2017

COMPANY NAME:		RFSQ No.: 2017-096-03-15-HGO	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: **Hidalgo County Purchasing Department**

ADDRESS: **2802 S. Bus. Hwy 281**
Edinburg, Texas 78539

PHONE **Phone: (956)- 318-2626 ext 4877**
FAX **Fax: (956)- 292-7612**

Contact Person:
Heidi Garcia Ortiz, Buyer III

QUOTE GOOD FOR _____ DAYS

TERMS from date April 1, 2017 to date March, 31, 2018

QUOTATIONS MUST BE RECEIVED BY: 11:00 AM on
March 15, 2017

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)		
		REMOVAL AND COMPLETE CLEANING WITH PRESSURE WASH OF AT LEAST TWO 5,000 GREASE TANKS		
		TRANSPORT, DISPOSAL AND COMPLETE WASH 10,000 GREASE TRAP - CLEANING PRESSURE WASH TANK AND RAKE TRASH		
		AUTHORIZED SIGNATURES _____		

SPECIAL NOTICE TO VENDORS:
1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTEST YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

PLEASE FILL IN ALL OF THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"

Any ALTERALTIONS on this page shall be considered a probable cause for disqualification.

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 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. 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

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.

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. 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.

Exhibit "F"

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY SHERIFF'S OFFICE
(Including all funding sources, programs, and entities)
REQUEST FOR SEALED QUOTES
"REMOVE & CLEAN at Least TWO GREASE TANKS"

RFSQ No.: 2017-096-03-15-HGO

RFSQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFSQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 10 of Legal Notice

_____ Exhibit "B" Bid Page & Quote Page

_____ Exhibit "C" –Insurance Requirements Acknowledgement forms (pages 3 & 4)

_____ Exhibit "D" -CIQ Form - Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT “B”

REQUEST FOR QUOTE FORM
COMPANY

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE "REMOVE & CLEAN TWO GREASE TANKS"
RSFQ NO. 2017-096-03-15-HGO

BID PAGE

SERVICE SCHEDULE:
Monday thru Friday from 8:00 a.m. to 3:00 p.m. or as long as duties are completed and approved by HCSO personnel.

BID PER:	BID AMOUNT:
~~MONTH~~ Per Service Call Out	$ 3000.00
YEAR As Needed	$

BIDDER/COMPANY NAME: South Texas Grease Retrieval

ADDRESS: 1034 McIver St. 101

CITY/STATE/ZIP CODE: Corpus Christi Tx 78418

PHONE & FAX NOs: 361-742-1685 FAX: 361-657-0139

CELLULAR NOs: 361-742-1685

AUTHORIZED SIGNATURE: Michael V. Boatright

PRINTED NAME: Michael V. Boatright

TITLE General Manager

REQUEST FOR SEALED QUOTES FORM

DATE: March 1, 2017

COMPANY NAME:	South Texas Grease Retrieval	RFSQ No.: 2017-096-03-15-HGO	
ADDRESS:	1034 McIver Ste 101	QUOTATION	
CITY/STATE/ZIP:	Corpus Christi TX 78418	INQUIRY ONLY	
PHONE/ FAX NO.:	361-742-1685 FAX 361-657-0139	THIS IS NOT AN ORDER	
REPRESENTATIVE:	Michael V. Boatright	SUMMARY OF QUOTATION	

FROM:	**Hidalgo County Purchasing Department**
ADDRESS:	**2802 S. Bus. Hwy 281** **Edinburg, Texas 78539**
PHONE FAX	**Phone: (956)- 318-2626 ext 4877** **Fax: (956)- 292-7612**
	Contact Person: **Heidi Garcia Ortiz, Buyer III**

QUOTE GOOD FOR 365 DAYS

TERMS from date April 1, 2017 to date March, 31, 2018

QUOTATIONS MUST BE RECEIVED BY: 11:00 AM on March 15, 2017

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)		
		REMOVAL AND COMPLETE CLEANING WITH PRESSURE WASH OF AT LEAST TWO 5,000 GREASE TANKS Per Service Call Out	$ 3,000	$ 3,000
		TRANSPORT, DISPOSAL AND COMPLETE WASH 10,000 GREASE TRAP - CLEANING PRESSURE WASH TANK AND RAKE TRASH Included.		
		AUTHORIZED SIGNATURES Michael V. Boatright		

SPECIAL NOTICE TO VENDORS:
1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTEST YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

PLEASE FILL IN ALL OF THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"

Any ALTERALTIONS on this page shall be considered a probable cause for disqualification.

EXHIBIT “C”

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2017

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 have ADDITIONAL INSURED provisions or 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 281-972-4000 GILLIAM INSURANCE 6021-B FAIRMONT PKWY PASADENA TX77505	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 281-972-4000 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 361-742-1685 PATSY BOATRIGHT SOUTHTEXASGREASERETR 1034 MCIVER #101 CORPUS CHRISTI TX 78418	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** PROGRESSIVE COUNTY MUTUAL INS CO. 29203 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		02984587-0	04/20/2016	04/20/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 500,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S HWY BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Removal & Cleaning of at Least Two Grease Tanks

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Fri, Mar 24, 2017 04:01 PM

1 attachment

Subject : Re: Removal & Cleaning of at Least Two Grease Tanks

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Good Afternoon Heidi,
Please find attached the service contract for the Removal and Cleaning of at Least two grease tanks from the Sheriff's office with a few minor recommended modifications: page 1: revision of county name, page 3: bold indemnification clause, page 5: added numbers 20 and 21, page 6: add execution date language and approved by Commissioner's Court line.

The Service Contract is approved as to form subject to the inclusion of these modifications. Please let me know if you have any questions. Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly

prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Wed, Mar 22, 2017 at 2:31 PM, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

> Good afternoon:
>
> Attached you will find the contract for the above-listed project for your review and approval. Also attached is a copy of the contract only in word format.
>
> Thank you,
>
> Heidi Garcia Ortiz
>
> --
> Heidi Garcia Ortiz, Buyer III
> Hidalgo County Purchasing Department
> 2802 S. Business Hwy 281
> Edinburg, TX 78539
> 956-292-7000 Ext. 4877
> 956-900-4455 Cell Phone
> 956-292-7612 Fax
> heidi.ortiz@co.hidalgo.tx.us

REVISED-Service Contract-Grease Retrieval 2017.doc
41 KB

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:
2017-181154

Date Filed:
03/21/2017

Date Acknowledged:
03/27/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Grease Retrieval
Corpus CXhristi, 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 services, goods, or other property to be provided under the contract.

2017-096-03-15-HGO
cleaning of at least 2 grease traps

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:
2017-181154

Date Filed:
03/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

South Texas Grease Retrieval
Corpus CXhristi, 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 services, goods, or other property to be provided under the contract.

2017-096-03-15-HGO
cleaning of at least 2 grease traps

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.

Michael Boatright
Signature of authorized agent of contracting business entity

ZULEMA JONES NOTARY PUBLIC STATE OF TEXAS NOTARY ID 129186465 10/29/2020

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael V. Boatright, this the 22 day of March, 20 17, to certify which, witness my hand and seal of office.

Zulema Jones
Signature of officer administering oath

Zulema Jones
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Eddie Guerra
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: March 15, 2017

RE: **Request for Recommendations: RFSQ No. -2017-096-03-15-HGO**
Hidalgo County Sheriff's Office- "Remove & Clean at Least Two Grease Tanks"

We have received one (1) response to the above-mentioned project.. Refer to enclosed copy of the quote for your review and recommendation/non-recommendation.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: heidi.ortiz@co.hidalgo.tx.us

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 7-1100-423-21-280-002-0-421

Recommendations/Concerns:

Please award to sole Bid.

Should you have any questions or require further information please do not hesitate to call me at 292-7000- ext. 4877. Thank you for your attention and cooperation to this matter.

Belinda Madrigal	Belinda Madrigal	HCSO	3/16/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

AI-59102 **Purchasing Department** **22. G. 3.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responses received for the purposes of awarding to the responsible vendor submitting the lowest and best bid meeting all Specifications/Requirements for RFB# 2017-038-03-15-SMA including approval of Contract #C-17-038-04-05 for the provision of: "Polygraph Examiners for (Pre-Employment, Criminal and Suitability) Services" (on an as needed basis) for the Hidalgo County Sheriff's Office.

BACKGROUND

Participation Log/Bid Tab/Contract/Legal's approval/1295
RFB Project# 2017-038-03-15-SMA

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Use of services are on an as needed basis. Fund available as of 3/30/17

Attachments

Participation Log/Bid Tab/Contract/ Legals approval & 1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/25/2017 02:11 PM
Budget & Management	Veronica Ortiz	03/27/2017 07:59 AM
Merlen P. Munoz	Merlen P. Munoz	03/30/2017 03:23 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Letty Saenz		Started On: 03/23/2017 01:29 PM
Final Approval Date: 03/31/2017		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: March 15, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County Sheriff's Office" Polygraph Examiner for(Pre-Employment, Criminal, Suitability)"

BID NO.: RFB No: 2017-038-03-15-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS LLC. Attn: Ronnie Munoz	Email	SMONTALVO	02/27/17	624 N. Tio Suite B Weslaco, Texas 78596 956-266-3090 956-343-7123 ronnie6199@gmail.com
2)	OPEN MINDS Attn: Samantha Messina	EMR	SMONTALVO	02/28/17	163 York St Gettysburg, PA 17235 7173341329 7173340538 rfphotline@openminds.com
3)	PRIME VENDOR INC Attn: Allison Jeffords	EMR	smontalvo	02/28/17	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 My Contact Email: bids17@prime-vendor.com
4)	ONVIA Attn: Jacqueline Sessa	EMR	SMontalvo	02/28/17	509 Olive Way Seattle, WA 98101 P: (206) 373-9150 www.onvia.com| jsessa@onvia.com
5)	RUIZ PROTECTIVE SERVICE, INC. Attn: Andrew Ruiz	EMR	SMontalvo	03/01/17	(214) 306 – 7556 direct (214) 357 – 0838 fax www.ruizservices.com
6)	SUMMIT SECURITY SERVICES, INC. Attn: Norma Slocovich	EMR	SMontalvo	03/01/17	390 RXR Plaza, Uniondale, New York 11556 Direct: 516-663-6289 Mobile: 516-967-7870 Facsimile: 516-240-2424 NSlocovich@summitsecurity.com
7)	DAVE HENDRICKS	EMR	SMontalvo	03/08/17	1515 W. Houston Ave. Apt. #3 McAllen TX 78501 Cell | (860) 961-7365 hendricks.dave@gmail.com
8)					
9)					
10)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENTS NAME: HIDALGO COUNTY SHERIFF'S OFFICE

DESCRIPTION OF RFB: -"*POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability)*"

RFB NO: ": RFB No.: 2017-038-03-15-SMA

VENDOR:	**PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC 624 N. TIO STE B WESLACO, TEXAS 78596**			
Hours of Operations	**Days**	**Hours**	**Unit Price**	**Total Amount**
Criminal	M-F	8-5 PM	$250.00	$250.00
Pre- Employment	M-F	8-5 PM	$250.00	$250.00
Suitability	M-F	8-5 PM	$250.00	$250.00

Timeframe for results	**Days**	**Hours**
Verbal	SAME DAY	3
Documentation	SAME DAY	3
Alternate test location(s)	624 N. TIO, STE B WESLACO, TEXAS 78596	

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form-C-17-038-04-05-PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC

From : Steve Crain <scrain@atlashall.com> Thu, Mar 23, 2017 01:15 PM

Subject : RE: Review & Approve as to form-C-17-038-04-05-PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, March 23, 2017 11:54 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>; Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject: Review & Approve as to form-C-17-038-04-05-PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC

Good morning, Mr. Crain-
Please review and approve as to form contract **#C-17-038-04-05** with **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC** for the purposes of: **Polygraph Examiners for (Pre-Employment, Criminal and Suitability)** (on an as needed basis) for the **Hidalgo County Sheriff's Office.**

Note**: **will be placing on the next CC agenda for award of bid/contract.

Please advise.

Respectfully,

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-038-04-05

THIS CONTRACT is made and entered into this **5TH** day of **APRIL, 2017** by and between the **County of Hidalgo, Texas** ("County") and **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **Polygraph Examiners** for **(Pre-Employment, Criminal and Suitability) (on an as needed basis)** for the **Hidalgo County Sheriff's Office** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **MAY 5, 2017** and expiring on **MAY 4, 2018** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. 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.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Company: **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC**
Attn: Ronaldo, Munoz, Owner/President
624 North Tio, Suite B
Weslaco, Texas 78596

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2017.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
PURPOSE DRIVEN POLYGRAPH
INVESTIGATIVE CONSULTANTS, LLC

By:_____

Printed Name: Ronaldo Munoz

Title: Owner/Vice President

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 27, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: Hidalgo County Sheriff's Office
Request for Bids:*"POLYGRAPH EXAMINER for (Pre-Employment, Criminal, Suitability)"*
RFB Bid No.: 2017-038-03-15-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

Request for Bids (RFB)

Hidalgo County Sheriff's Office
"Polygraph Examiner for (Pre-Employment, Criminal, Suitability)"
RFB No: 2017-038-03-15-SMA

TABLE OF CONTENTS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	**Exhibit A,** Specifications	2
4.	**Exhibit B**, Bid Page	2
5.	**Exhibit C**, Insurance Requirements	4
6.	**Exhibit D,** (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	**Exhibit E**, Vendor/Bidder Application and W-9 form(s)	6
8.	**Exhibit F,** Certification Regarding Debarment	1
9.	**Exhibit G**, Title VI Appendices "A" through "E"	6
10.	Draft Service Contract	9
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-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.

Martha A. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

2/27/2017

Date

Bid No:2017-038-03-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"POLYGRAPH EXAMINER for
(Pre-Employment, Criminal, Suitability)"

RFB No.: 2017-038-03-15-SMA

BID OPENING DATE: March 15, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy-281-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 Sheriff's Office-"*POLYGRAPH EXAMINER for (Pre-Employment, Criminal, Suitability")*** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-038-03-15-SMA "Hidalgo County Sheriff's Office-"*POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability)*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MARCH 15, 2017.**

NO FACSIMILES, EMAILS 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 Sheriff's Office-"*POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability").*

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.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6. Certification Regarding Debarment (See **Exhibit "F"**); and
7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D) award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation- **Hidalgo County Sheriff's Office-"*POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability")*-**RFB NO.**: 2017-038-03-15-SMA**
     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 Sheriff's Office
Attn: Juan Tapia
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	March 15, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

~~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. Register at SAMs System for Award Management @ **www.sam.gov**.

- 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) TITLE VI NOTICE/ NONDISCRIMATION

a) The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21) 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,** 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 that contracts or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.

22) 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. (2017-038), 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 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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23) 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.

24) 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.

25) 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.

26) 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.

27) 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.

28) 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.

29) 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.

30) 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.

31) 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.

32) 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.

LEGAL NOTICE

Hidalgo County Sheriff's Office
"POLYGRAPH EXAMINER for (Pre-Employment, Criminal, Suitability)"
RFB No. 2017-038-03-15-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT-"A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"POLYGRAPH EXAMINER for (Pre-Employment, Criminal, Suitability)"
RFB No. 2017-038-03-15-SMA

INTENT:
Hidalgo County Sheriff's Office is seeking qualified vendor(s) to furnish ***Polygraph Examiners*** on an *"as needed basis"*. The following are the minimum requirements and/or specifications that will be acceptable. Any bid that does not meet the minimum requirements and/or specifications will be rejected these specifications are to include, but not limited to, the following:

LOCATION(S):
Hidalgo County Sheriff's Office 711 El Cibolo Road Edinburg, Texas 78542

TYPE OF EXAMINATIONS:
All exam questions will be reviewed and approved by the Hidalgo County Sheriff's Office prior to the exam.

- Criminal
- Pre-Employment
- Suitability

SPECIFICATIONS/ REQUIREMENTS:

1) Polygraph Examiner must be licensed by the State of Texas and keep current with renewals at his/her expense. (Must submit a copy of certification)

2) Polygraph Examiner must have a minimum of Five (5) years experience in specific field of Law Enforcement.

3) Polygraph Examiner(s) must follow rules set out by Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 88

RESPONSE TIME:
Polygraph Examiner must be available within 8 hours of notification.

RESPONSE OF ENQUIRY:

- Please specify timeframe for exam(s) results, both verbal & documented
- Provide days/hrs of the operation services will be available.
- List an alternate location where polygraph examinations may be provided other than at the Hidalgo County Sheriff's Office.

STANDARD TERMS & CONDITION:

1) Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) 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 lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

6) Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

7) All services will be done on an "**As Needed Basis".**

8) The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits throughout the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

9) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

ADDITIONAL INFORMATION

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SUBMISSION OF QUESTIONS:

3) All written questions will be accepted via email no later than, **March 08, 2017 at 5:00 p.m**. at sandra.montalvo@co.hidalgo.tx.us. Responses to said inquiries will be sent to all participating vendors via email by no later than **March 10, 2017 at 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability)

BID NO: 2017-038-03-15-SMA

HOURS OF OPERATIONS	DAYS	HOURS	UNIT PRICE	TOTAL AMOUNT
Criminal				
Pre- Employment				
Suitability				

TIMEFRAME FOR RESULTS	DAYS	HOURS
Verbal		
Documentation		
Alternate test location(s)		

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"

Insurance Requirements

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)	$
					PER & 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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
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

EXHIBIT "C"

Insurance Requirements
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

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.

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. 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"POLYGRAPH EXAMINER FOR (Pre-Employment, Criminal, Suitability)

BID NO: 2017-038-03-15-SMA

HOURS OF OPERATIONS	DAYS	HOURS	UNIT PRICE	TOTAL AMOUNT
Criminal	M-F	8-5P	$250.00	$250.00
Pre- Employment	M-F	8-5P	$250.00	$250.00
Suitability	M-F	8-5P	$250.00	$250.00

TIMEFRAME FOR RESULTS	DAYS	HOURS
Verbal	Same Day	3
Documentation	Same Day	3
Alternate test location(s)	624 N. Tio, Ste. B, Weslaco, TX 78596	

OPENED
9:56 3-15-17

Witnessed

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: Purpose Driven Polygraph Investigative Consultant LLC

ADDRESS: 624 N. Tio, Ste. B, Weslaco, TX 78596

CITY/STATE/ZIP: Weslaco, TX 78596

PHONE NUMBER: 956-968-7065

FAX NUMBER: 956-968-7065

CELL NUMBER: 956-266-3090

CONTACT PERSON: Ronaldo Muñoz

E-MAIL ADDRESS: ronnie6199@gmail.com

AUTHORIZED SIGNATURE: [signature]

TITLE: Owner/President

DATE: 3-13-2017

EXHIBIT "C"

INSURANCE REQUIREMENTS

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2017

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 AMIS/Alliance Mktg. & Ins Serv CA Surplus Line Lic # 0K21904 355 Via Vera Cruz #7 San Marcos, CA 92078 Michelle A. Nowell	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: mnowell@amiscorp.com PRODUCER CUSTOMER ID #: PURPO-1
INSURED Purpose Driven Polygraph Investigative Consultants LLC 624 N Tio #B Weslaco, TX 78596	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Acceptance Indemnity Ins Comp 20010 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	X		CP00960126	12/19/2016	12/19/2017	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 $ 5,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hildago its, officers,agents,and employees are named as additional insured with respect to the work performed by the named insured.

Investigation, TX --

CERTIFICATE HOLDER

Hildago County
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michelle A Nowell

© 1988-2009 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2017

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: Tito Resendez, Agent State Farm Insurance StateFarm 922 E Harrison Harlingen, TX 78550-7122	CONTACT NAME: LAUREN HAIRE PHONE (A/C, No, Ext): 956-423-8486 FAX (A/C, No): 956-423-8765 E-MAIL ADDRESS: LAUREN.HAIRE.KQL3@statefarm.com
INSURED: Purpose Driven Polygraph Investigative Consultants, LLC 624 N Tio Ste. B Weslaco, TX 78596	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: State Farm Mutual Automobile Insurance Company — 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			211 0543-A09-53A-001	01/09/2017	07/09/2017	COMBINED SINGLE LIMIT (Ea accident)	$
	X ANY AUTO						BODILY INJURY (Per person)	$ 300,000
	X ALL OWNED AUTOS / SCHEDULED AUTOS / HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N		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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Bus Hwy 281
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tito Resendez by Lauren Haire

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Affidavit & Indemnity Agreement

Date: 3-23-2017

Affiant: Ronaldo Muñoz

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant, Ronaldo Muñoz states he is a sole proprietor doing business as Purpose Driven PK LLC with Hidalgo County under a subcontractual agreement with Hidalgo Co. Sheriff's Dept dated 3-23-2017. Affiant will provide polygraph service for pre-employment, Criminal, and suitability.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

SWORN AND SUBSCRIBED TO under oath before me on March 23, 2017

APOLONIA SUPRISE
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 2/19/2020
NOTARY ID 12640671-7

Notary Public, State of Texas

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:
2017-179877

Date Filed:
03/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Purpose Driven Polygraph Investigative Consultants LLC
Weslaco, 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 Sheriff's Department

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 services, goods, or other property to be provided under the contract.

C-17-038
Polygraph Examinations (Pre-Employment, Criminal, Suitability)

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.

EVELYN NICOLE DELUNA
MY COMMISSION EXPIRES
June 12, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ronaldo Muñoz, this the 20th day of March, 20 17, to certify which, witness my hand and seal of office.

Evelyn DeLuna — Evelyn DeLuna — Bank Representative

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:
2017-179877

Date Filed:
03/19/2017

Date Acknowledged:
03/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Purpose Driven Polygraph Investigative Consultants LLC
Weslaco, 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 Sheriff's Department

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 services, goods, or other property to be provided under the contract.

C-17-038
Polygraph Examinations (Pre-Employment, Criminal, Suitability)

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-59079 **Purchasing Department** **22. H. 1.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole, lowest and best bid submitted & received by vendor, Lumatec Lighting Services and meeting all specifications and/or requirements (as detailed in the supporting documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Roadway Light Fixtures & Maintenance" through project No.: 2017-043-03-15-FAZ.

BACKGROUND

1. 27 packets sent out - (1) response
2. Current contract expires: April 27, 2017
3. New contract commences: April 28, 2017
4. Sole Bidder - LUMATEC LIGHTING SERVICES
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds available, services are on an "as needed" basis.

Attachments

Recommendation of Award Memos

Tabulation Sheet

Participating Log

Contract Agreement

Legal's Approval

HB 1295 Signed, Notarized & Acknowledged

SAM'S Document

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/22/2017 09:28 AM
Budget & Management	Veronica Ortiz	03/22/2017 09:31 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Matilde Faz		Started On: 03/21/2017 03:15 PM
Final Approval Date: 03/31/2017		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: March 15, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2017-043-03-15-FAZ
"HIDALGO COUNTY-ROADWAY LIGHT FIXTURES & MAINTENANCE"

We have received a **sole bid response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **March 17, 2017 @ 4:00 p.m. or if possible earlier**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

PCT. #1
ROAD & BRIDGE
BUDGET ACCOUNT No.: 7-1200-431-00-121-005-0-610

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

Amy S Smith	Amy Saenz-Smith	PCT 1	3/15/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: March 15, 2017

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No.-2017-043-03-15-FAZ
"HIDALGO COUNTY-ROADWAY LIGHT FIXTURES & MAINTENANCE"

We have received a **sole bid response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **March 17, 2017 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7-1200-431-00-123-005-0-430

Recommendation (Indicate vendor(s) and reason):

Sole Bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

	Joe M. Flores	Pct #3	3-16-17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

TABULATION SHEET
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

VENDOR		(SOLE BIDDER) LUMATEC	
Qty.	**Description**	**Unit Cost**	
1	Lane Closure	5,000	
1	Remove and Replace Luminaries Fixtures	425.00	
1	Replace Wire and Fuses	675.00	
1	Remove and Replace Photo Cells	95.00	
1	Remove and Replace Lamps	125.00	175W, 250W, 400W, 1000W & 1500W
1	Remove and Replace Ballasts	325.00	175W, 250W & 400W
		525.00	1000W & 1500W
Item	**Summary of Labor and Equipment Classifications**	**Hourly Rates**	
a.	Foreman	55.00	
b.	Electrician	45.00	
c.	Operator	45.00	
d.	Ground Men/ Labor	25.00	
e.	12 Ton 56" JLG Crane	200.00	
f.	4 Ton 46' Nat'l Crane with Bucket	150.00	
g.	Altec AM 660 Bucket 40'	150.00	
h.	Hi Ranger TDI 65 55'	150.00	
i.	30 HP 360 Case Trencher/ Backhoe	150.00	
j.	6010 Case Directional Drill up to 4" inch	---- / ----	
k.	6010 Case Directional Drill up to 8" inch	---- / ----	
l.	Water Truck with Mud System	---- / ----	
m.	Dump Truck	100.00	
n.	1 Ton Pick-up with Tools	75.00	
o.	Generator	175.00	
p.	Compressor	125.00	
q.	Digger Derrick	175.00	
r.	Vacuum Excavator	200.00	

Total Labor, Materials, Equipment per pole		
VENDOR		**LUMATEC**
Reset up to 50' pole-		5,000.00
Re-lamp poles		250.00
Trencher and Operator:	Common per foot	2.75
	Rocky per foot	4.25

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: March 15, 2017 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY – "Roadway Light Fixtures & Maintenance"
BID No.: 2017-043-03-15-FAZ

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
1. Jas Electric Inc. David Casarez Nyrs1018@yahoo.com	Email	Maty Faz	02/27/17	1943 Portland McAllen, TX (956) 287-3233
2. Texas Diamond Construction Roberto Elissetche / Nikki reutilitygroup@yahoo.com admin@vanguardeng.com	Email	Maty Faz	02/27/17	4019 Exp 83 Weslaco TX 78596 (956) 514-5086 (956) 684-4556
3. Austin Traffic Signal Steve Rutledge stever@atscc.com	Email	Maty Faz	02/27/17	2431 FM 493 Donna TX 78543 (956) 239-1615 (956) 461-2452
4. Lumatec Lighting Service Victor Rios Lumateclighting2000@yahoo.com	Email	Maty Faz	02/27/17	PO BOX 2225 McAllen TX 78502 (956) 664-1854
5. EFS Industries Eddie Fuentes Eddie4999@yahoo.com	Email	Maty Faz	02/27/17	406 E. 30th Mission TX 78572 (956) 463-5708
6. D&G Energy Corp Leo Garcia denergycorp@att.net	Email	Maty Faz	02/27/17	Phone (956) 686-6040 Fax: (956) 686-2405
7. SOL Technologies, LLC Israel Ortiz iortiz@soltechnologiesllc.com	Email	Maty Faz	02/27/17	Phone (956) 975-2510 Not in serv. Fax: (956) 447-8019
8. Maxine P. Vieyra Mp_vieyar316@hotmail.com	Email	Maty Faz	02/27/17	Phone (956) 624-3701 Disconect
9. Francisco X Tenorio maistrosvc@msn.com	Email	Maty Faz	02/27/17	P.O. Box 1802 San Juan, TX 78589

10. DeMeters Power Daniel Morales demeterspower@gmail.com	Email	Maty Faz	02/27/17	408 N. 12th st. #4 1/2 McAllen Texas 78501 (956) 577-5670
11. ElAC Frank@electrocoolingservice.com	Email	Maty Faz	02/27/17	1012 East Owassa Edinburg, Texas 78542 Phone (956) 787-7602 Fax (956) 787-7662
12. METRO ELECTRIC Attn: Diana Clarke derek.gerdes@metroelectric-rgv.com	Email	Maty Faz	02/27/17	1901 Industrial Dr. McAllen, TX. 78504 Phone (956) 686-2323
13. D & G ENERGY Attn: Marivel Garcia mgarcia@dgenergycorp.com	Email	Maty Faz	02/27/17	3608 Buddy Owens Ste#C McAllen, TX. 78504 (956) 686-6040
14. Prime Vendor, Inc. work41@prime-vendor.com	Email	Maty Faz	02/27/17	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
15. Virtual Builders Exchange Karen Sesters "Karen Sesters" <karen@virtualbx.com>	Email	Maty Faz	02/27/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902
16. NEPTUN Light Robert Aske Robert.aske@neptunlight.com	Email	Maty Faz	02/27/17	13950 Bus. Center Drive Lake Forest , Illinois 60034 847-735-8330 Wrong #
17. California Strategies, LLC Devin Ford dford@calstrat.com	Email	Maty Faz	02/27/17	980 Ninth Street – Suite 2000 Sacramento, CA 95814 Office 916-266-4575 Mobile 916-541-5619 Fax 916-266-4580
18. Enviro-Lite Solutions, LLC John Phillips john@enviro-litesolutions.com	Email	Maty Faz	02/27/17	956-560-6457
19. ECON Enriquez construction Gilbert Enriquez genriquez@econgroup.us	Email	Maty Faz	02/27/17	3025 S. Sugar Road Edinburg, Texas 78539 956-259-8005 956-259-8009
20. WESCO Distribution, Inc. Jimmy Felan bsawyer@wesco.com	Email	Maty Faz	02/27/17 Email received "NO BID" Electrical parts only NOT maintenance	306 E Nakoma St San Antonio, Texas 78216 O 210-341-1801 C 210-218-3808
21. Grande Valley Builders Yolanda Ramirez Baby_yagm9@hotmail.com	IP	Maty Faz	2/28/17	5906 N. Big Five Rd. Edinburg, TX (956) 222-4382
22. Howard Lighting Products Marcus Yahnke CEM,LC Regional Sales Manager- Utility/DOT Email: myahnke@howard.com	EMR	Maty Faz	2/28/17	Cell (601) 577.4230
23. Current Lighting Solutions Greg Barker "Greg" <Greg@CURRENTLS.COM>	EMR	Maty Faz	3/1/17	3118 Richmond Ave. Ste. 100 Houston, TX 77098 c. (832) 421-2126 o. (713) 344-1311 www.currentls.com
24. Castle Enterprises, LLC Chris Castillo "Chris Castillo" <chris.castleenterprises@gmail.com>	EMR	Maty Faz	3/1/17	2210 Marro Road Monte Alto, TX 78538 (956) 292-1540
25. ONVIA Jacqueline Sessa Agency Relationship Specialist www.onvia.com | jsessa@onvia.com	EMR	Maty Faz	3/1/17	509 Olive Way Seattle, WA 98101 P: (206) 373-9150
26. Black & McDonald Limited Gary Philipps | Business Development "Gary Philipps" <gphilipps@blackandmcdonald.com>	EMR	Maty Faz	3/3/17	6001 Front St. Kansas City, MO 64120 Office (816) 908-3874 Cell (913) 220-1335

27. COO, EverWatt Lights Nik K Nikolaos Karagiorgos nik@everwattlights.com www.everwattlights.com	EMR	Maty Faz	3/13/17	Cell (510) 488-8037

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-043-04-04

THIS CONTRACT is made and entered into this 4th day of April, 2017 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), Victor T. Rios DBA Lumatec Lighting Service ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Roadway Light Fixtures and Maintenance"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and a copy of the Company's response to the RFB attached hereto Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year** beginning **April 28, 2017** expiring **on April 27, 2018** and may be extended at the sole discretion of County for an additional one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. 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.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Victor T. Rios DBA Lumatec Lighting Services
Victor T. Rios, Owner
PO Box 2225
McAllen, Texas 78502

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

14. County may terminate this Contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

16. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY.**

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court of Hidalgo County does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Contract 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 soverign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2017.**

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

VENDOR'S NAME

_____

EXHIBIT “A”

REQUEST FOR BID (RFB) PORCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

February 27, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Bids -**"ROADWAY LIGHT FIXTURES & MAINTENANCE"**
RFB Bid No: 2017-043-03-15-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES & MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

ITEM	DESCRIPTION	No. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications	5
4.	Exhibit B, Bid Page	3
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Contract	9
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-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.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

2/27/17

Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES & MAINTENANCE"

BID OPENING DATE

MARCH 15, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - 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 - (All funding sources, programs & entities) -"*ROADWAY LIGHT FIXTURES & MAINTENANCE*"** 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.: 2017-043-03-15-FAZ "HIDALGO COUNTY - (All funding sources, programs & entities) - *ROADWAY LIGHT FIXTURES & MAINTENANCE*"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MARCH 15 , 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.: 2017-043-03-15-FAZ - HIDALGO COUNTY - (All funding sources, programs & entities) "*ROADWAY LIGHT FIXTURES & MAINTENANCE*"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY - (All funding sources, programs & entities) - RFB No.: 2017-043-03-15-FAZ - ***ROADWAY LIGHT FIXTURES & MAINTENANCE***"
    Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	MARCH 15, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

- 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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.

21. 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 E, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.

22. 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. (2017-043), 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: matilde.faz@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

LEGAL NOTICE

Bid

For

HIDALGO COUNTY - (All funding sources, programs & entities)

"ROADWAY LIGHT FIXTURES & MAINTENANCE"

BID No.: 2017-043-03-15-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

SCOPE OF WORK:
The County of Hidalgo is seeking vendor(s) for "***ROADWAY LIGHT FIXTURES AND MAINTENANCE***", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

LOCATION:
Within The County of Hidalgo

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

SPECIFICATIONS:

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on **"As Needed Basis Only"**

5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

6. The following price schedule will be utilized throughout the agreement period to pay for services.

7. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

8. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

9. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

10. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"As Needed Basis".**

CLARIFICATION:

Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

REQUIREMENTS:

1. Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

4. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

5. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

STANDARD TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. In a form a properly secured submitted requisition to generate a purchase order.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

11. After bid is awarded and low bidders defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 or via email to matilde.faz@co.hidalgo.tx.us by NO LATER than, Monday, March 06, 2017 by 5:00 P.M., Responses to said inquires will be sent to all applicants via email by NO LATER THAN Wednesday, March 08, 2017 by 5:00 PM.

HIDALGO COUNTY Pct. 1 (MID VALLEY)

PROJECT (CSJ) Control Section Job	CIRCUIT No.	No. OF POLES	No. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

HIDALGO COUNTY Pct. 3 (PALMVIEW)

PROJECT (CSJ) Control Section Job	CIRCUIT No.	No. OF POLES	No. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

BID PAGE

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.		Lane Closure	$
02.		Remove and Replace Luminaries Fixtures	$
03.		Replace Wire and Fuses	$
04.		Remove and Replace Photo Cells	$
05.		Remove and Replace Lamps	$
06.		Remove and Replace Ballasts	$
		See Attached Specifications for General Requirements	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $_____

Re-lamp poles (Lighting standards up to 50 foot) include work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $_____

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: **$_____ Per foot**

Rocky: **$_____ Per foot**

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.
Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$
b.	Electrician	$
c.	Operator	$
d.	Ground Men/ Labor	$
e.	12 Ton 56" JLG Crane	$
f.	4 Ton 46' Nat'l Crane with Bucket	$
g.	Altec AM 660 Bucket 40'	$
h.	Hi Ranger TDI 65 55'	$
i.	30 HP 360 Case Trencher/ Backhoe	$
j.	6010 Case Directional Drill up to 4" inch	$
k.	6010 Case Directional Drill up to 8" inch	$
l,	Water Truck with Mud System	$
m.	Dump Truck	$
n.	1 Ton Pick-up with Tools	$
o.	Generator	$
p.	Compressor	$
q.	Digger Derrick	$
r.	Vacuum Excavator	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX No.: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATUTORY 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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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 "E"

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

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. 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.

EXHIBIT "F"

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County

"Roadway Light Fixtures & Maintenance"

RFB No.: 2017-043-03-15-FAZ

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT “B”

BID PAGE

COPY

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

BID PAGE

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.	1	Lane Closure	$ 5,000.00
02.	1	Remove and Replace Luminaries Fixtures	$ 425.00
03.	1	Replace Wire and Fuses	$ 675.00
04.	1	Remove and Replace Photo Cells	$ 95.00
05.	1	Remove and Replace Lamps 175watt,250watt,400watt,1000watt,1500 watt	$ 125.00
06.	1	Remove and Replace Ballasts 175watt,250watt,400watt	$ 325.00
	1	**See Attached Specifications for General Requirements**	
07.	1	Remove and Replace Ballasts 1000watt, 1500watt	$ 525.00

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $ 5,000.00

Re-lamp poles (Lighting standards up to 50 foot) include work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $ 250.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: **$** 2.75 **Per foot**

Rocky: **$** 4.25 **Per foot**

OPENED
10:00 3-15-17

Witnessed

COPY

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

OPENED
10:00 3-19

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Witnessed

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$ 55.00
b.	Electrician	$ 45.00
c.	Operator	$ 45.00
d.	Ground Men/ Labor	$ 25.00
e.	12 Ton 56" JLG Crane	$ 200.00
f.	4 Ton 46' Nat'l Crane with Bucket	$ 150.00
g.	Altec AM 660 Bucket 40'	$ 150.00
h.	Hi Ranger TDI 65 55'	$ 150.00
i.	30 HP 360 Case Trencher/ Backhoe	$ 150.00
j.	6010 Case Directional Drill up to 4" inch	$ ----------
k.	6010 Case Directional Drill up to 8" inch	$ --------
l.	Water Truck with Mud System	$ --------
m.	Dump Truck	$ 100.00
n.	1 Ton Pick-up with Tools	$ 75.00
o.	Generator	$ 175.00
p.	Compressor	$ 125.00
q.	Digger Derrick	$ 175.00
r.	Vacuum Excavator	$ 200.00

COPY

EXHIBIT "B"
HIDALGO COUNTY (All funding sources, programs & entities)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB No.: 2017-043-03-15-FAZ

BIDDER/COMPANY NAME: LUMATEC LIGHTING SERVICE

ADDRESS: P O BOX 2225

CITY/STATE/ZIP CODE: MCALLEN TEXAS 78502-2225

PHONE & FAX No.: (956) 664-1854 / (956) 9981

CELL PHONE: (956) 605-1932

AUTHORIZED SIGNATURE: Victor T Rios

PRINTED NAME: VICTOR T RIOS

TITLE: OWNER

EMAIL: lumateclighting2000@yahoo.com

EXHIBIT “C”

INSURANCE REQUIREMENTS

COPY

Client#: 53412 LUMATLIG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2017

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: Robyn Kasper	
The Nitsche Group-LG 143 E Austin Street Giddings, TX 78942 979 542-3666	PHONE (A/C, No, Ext): 979 540-2277	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Lloyds	43559
INSURED Victor T. Rios dba Lumatec Lighting Service ; P.O. Box 2225 McAllen, TX 78502	INSURER B : Hartford Underwriters Insurance	30104
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			60444569	03/29/2016	03/29/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:500						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			60444569	03/29/2016	03/29/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			65WECZT448206	01/22/2017	01/22/2018	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hidalgo County Prt.1 & 3
"Roadway Light Fixtures & Maintenance"
RFB NO.: 2015-025-03-11-MEG Due3-11-15@9:30am

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R.J. Nitsche

© 1988-2014 ACORD CORPORATION. All rights reserved.

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: RFB: 2017-043-03-15-FAZ (HC) "Roadway Light Fixtures & Maintenance" Contract & Legal's Approval Request

From : Steve Crain <scrain@atlashall.com> Tue, Mar 21, 2017 01:37 PM

Subject : RE: RFB: 2017-043-03-15-FAZ (HC) "Roadway Light Fixtures & Maintenance" Contract & Legal's Approval Request

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, March 21, 2017 11:16 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: RFB: 2017-043-03-15-FAZ (HC) "Roadway Light Fixtures & Maintenance" Contract & Legal's Approval Request

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, March 15, 2017 4:35:57 PM
Subject: RFB: 2017-043-03-15-FAZ (HC) "Roadway Light Fixtures & Maintenance" Contract & Legal's Approval Request

Ms. Rocio

May you please request the final contract & legal's approval for the project mentioned above in order to create the "Award" Agenda for the next Commissioners Court meeting?
Attached as per your request are the "Sole Bidder" Bid Page & current Accord Certificate of Insurances.
If any questions, please contact me.
Thanks!

Respectfully,

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchasing Department
2812 South Highway 281
Edinburg, Texas 78539
(956) 318-2626 ext. 4854
(956) 292-7612
*matilde.faz@co.hidalgo.tx.us

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:
2017-179267

Date Filed:
03/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lumatec Lighting service
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 Purchasing Department

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 services, goods, or other property to be provided under the contract.
Bid No.: 2017-043
"Roadway Light Fixtures & Maintenance"

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rios, Victor T	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

MARYLOU GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-14-2018

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 Victor T. Rios, this the 16th day of March, 20 17, 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
	Marylou Garcia	Notary Public

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:
2017-179267

Date Filed:
03/16/2017

Date Acknowledged:
03/17/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lumatec Lighting service
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 Purchasing Department

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 services, goods, or other property to be provided under the contract.

Bid No.: 2017-043
"Roadway Light Fixtures & Maintenance"

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rios, Victor T	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

SAM Search Results
List of records matching your search for :

Search Term : lumatec* lighting*
Record Status: Active

ENTITY	LUMATEC LIGHTING		Status:Active
DUNS: 360807726	+4:	CAGE Code: 3SRL9	DoDAAC:
Expiration Date: Jul 22, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 4110 N JACKSON RD			
City: PHARR		State/Province: TEXAS	
ZIP Code: 78577-7647		Country: UNITED STATES	

AI-59094 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0371-E; Hidalgo County RMA v Jose Antonio Aguilar, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/22/2017 04:37 PM
Final Approval Date: 03/31/2017		

AI-59151 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/28/2017 05:02 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/28/2017 04:27 PM
Final Approval Date: 03/31/2017		

AI-59236 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-1110-17-J; State of Texas v. All of Lot Seven (7), Block Fifteen (15), L.D. Morgan Subdivision, (aka 108 E. Mesquite St. Weslaco) et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/31/2017 06:22 PM
Form Started By: Monica Badillo		Started On: 03/31/2017 06:17 PM
Final Approval Date: 03/31/2017		

AI-59092 **Closed Session** **24. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Mary Alice Palacios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/22/2017 04:29 PM
Final Approval Date: 03/31/2017		

AI-59100 **Closed Session** **24. G.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria G. Salmonson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 11:31 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Aida Alvarez		Started On: 03/23/2017 11:30 AM
Final Approval Date: 03/31/2017		

AI-59157 **Closed Session** **24. H.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carolyn Gomez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/29/2017 08:58 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Aida Alvarez		Started On: 03/29/2017 08:56 AM
Final Approval Date: 03/31/2017		

AI-59095 **Open Session** **26. C.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0371-E; Hidalgo County RMA v Jose Antonio Aguilar, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/22/2017 04:38 PM
Final Approval Date: 03/31/2017		

AI-59152 **Open Session** **26. D.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/28/2017 05:02 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/28/2017 04:28 PM
Final Approval Date: 03/31/2017		

AI-59237 **Open Session** **26. E.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-1110-17-J; State of Texas v. All of Lot Seven (7), Block Fifteen (15), L.D. Morgan Subdivision, (aka 108 E. Mesquite St. Weslaco) et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/31/2017 06:22 PM
Form Started By: Monica Badillo		Started On: 03/31/2017 06:17 PM
Final Approval Date: 03/31/2017		

AI-59093 **Open Session** **26. F.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Mary Alice Palacios

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/22/2017 04:47 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Monica Badillo		Started On: 03/22/2017 04:30 PM
Final Approval Date: 03/31/2017		

AI-59101 **Open Session** **26. G.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria G. Salmonson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/23/2017 01:03 PM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Aida Alvarez		Started On: 03/23/2017 11:31 AM
Final Approval Date: 03/31/2017		

AI-59158 **Open Session** **26. H.**

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carolyn Gomez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/29/2017 08:58 AM
Final Approval	Monica Badillo	03/31/2017 05:51 PM
Form Started By: Aida Alvarez		Started On: 03/29/2017 08:57 AM
Final Approval Date: 03/31/2017		