REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

“Procurement and Installation of digital signage and other items”

RFB No: 2020-506-11-18-HAG

Acceptance Due Date: **November 18, 2020**
Time: 03:00PM

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contract Specialist Contact Information:

Hector Garcia, Contract Specialist III
(956) 318-2626 Ext. 4857
hector.garcia1@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)
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The above-mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, and advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail, or e-mail.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

October 05, 2020

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

HIDALGO COUNTY
REQUEST FOR BID: "Procurement and Installation of digital signage and other items"
RFB BID NO: 2020-506-11-18-HAG

Dear Gentlemen/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 ext. 4857

Sincerely,

_____
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

Form HCPD-04

1. Sealed bids will be received for **Hidalgo County -"Procurement and Installation of digital signage and other items",** in accordance with the requirements attached hereto as Exhibit "A". The bid should address all requirements set forth. Bidders (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (*1*) original (**pages ***one-sided* –** clearly marked ***ORIGINAL*), one (*1*) copy** of all bids and **one (*1*) CD/USB** in **PDF** format are required with the bidder's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2020-506-11-18-HAG Hidalgo County-" Procurement and Installation of digital signage and other items",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 03:00 P.M., WEDNESDAY, NOVEMBER 18, 2020.**

Bid Openings will be held **ON WEDNESDAY, NOVEMBER 18, 2020 AT 03:00 P.M.** via Zoom. The link to the video conference and pertaining details will be provided upon request of RFB Packet.

NO FACSIMILES EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE IN REFERENCE TO BID.

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFB:

1. Legal Notice (See **page *11***);
2. Insurance pages with Acknowledgment Forms (See **Exhibit "*C*"**);
3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "*D*"**);
4. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit "*E*"**);
5. Certification Regarding Debarment (See **Exhibit "*F*"**);
6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit "*H*"**);
7. Proposer's Affidavit (See **Exhibit "*J*"**); and
8. SAMS.gov Registration Acknowledgement (See **Number *17*** below).

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted. Receipt of any bid shall under no circumstances obligate County to accept the lowest dollar bid. The award of this contract shall be made to the responsible bidder whose bid is determined to be the best bid, taking into consideration the relative importance of price and other factors as herein set forth.

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4. Failure of the delivered item to perform as specified or failure to meet a stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such an event, County may elect to award the contract to the next lowest responsible bidder or to reject all bids and re-advertise.

5. Respondent is responsible for obtaining any information needed in order to respond to the RFB. For work to be performed at a County owned or operated location, each respondent shall visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount. **("Walk- through(s) are generally held during the Pre-Bid Conference. Physical attendance will be subject to any applicable governmental orders related to COVID-19. Virtual attendance will be available via online portal to all contractors having received a bid packet from Hidalgo County prior to the respective event.)**

6. Respondent should provide any and all relevant information necessary to establish Bids. 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 catalog numbers and any necessary references.

7. Bid prices are to remain firm for a minimum of ninety (*90*) days after the bid opening.

8. 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 Bid. Bidders shall acknowledge receipt of all addenda as a part of their bid.

9. 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 figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

10. 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.

11. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. **POST-AWARD DELIVERY INSTRUCTIONS (if applicable):**

- Costs are to be net F.O.B., County Prepaid.
- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (*72*) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

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13. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder;
  b) Name and address of receiving department or official;
  c) Purchase Order Number and Contract number (if any);
  d) Notation - **Hidalgo County RFB: 2020-506-11-18-HAG "Procurement and Installation of digital signage and other items",** *and*
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

14. SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	**November 18, 2020**
Award of Contract:	2020
Commence Work or Deliver Products:	2020

15. HIDALGO COUNTY HOLIDAYS:

2020 YEAR	
New Year's Day	**01/01/20**
Martin Luther King Day	**01/20/20**
President's Day	**02/17/20**
Good Friday	**04/10/20**
Memorial Day	**05/25/20**
Independence Day	**07/03/20**
Labor Day	**09/07/20**
Columbus Day	**10/12/20**
Veteran's Day	**11/11/20**
Thanksgiving Day	**11/26/20-11/27/20**
Christmas Day	**12/24/20-12/25/20**
New Year's Eve	**12/31/20**

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16. <u>BID, PAYMENT, OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION</u>; <u>PAYMENT UNDER CONTRACT</u>:

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- 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.

- In the event the contract exceeds Fifty Thousand Dollars ($50,000.00), the bidder shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

- 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 performance bond for a contract in excess of One Hundred Thousand Dollars ($100,000.00) and *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.

- All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR Part 76. Register at SAMSs System for Award Management

17. <u>TITLE VI NOTICE/ NONDISCRIMINATION</u>:

a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, 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 under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices "A" through "E" are hereby attached as **Exhibit *"G"***. The County's entire Title VI policy may be found at https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan and is hereby incorporated by reference.

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b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

- "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".

c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the bid.

- If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit *"I"***, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

18. <u>ETHICAL STANDARDS</u>:

- 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.

- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

- **NOTICE:**

  All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the

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procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 the 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, 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.

20. 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 RFP 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 **RFB No. 2020-506-HAG,** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to **hector.garcia1@co.hidalgo.tx.us.** Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 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 FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

21. If during the life of any contract, or proposal awarded, the successful respondents' 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.

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22. Proposal and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate the 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; and
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidders, officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, or (*c*) terminated by County with thirty (*30*) days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful bidder, or 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 requirements.

27. **INDEMNIFICATION: 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 in the execution of, or performance under, any contract which may result from bid award or which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful bidder.**

28. The successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful bidder within two (*2*) business days or in a reasonable time depending on

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the type of good at no expense to County. Items that are 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 items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the proposal response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.

32. **CONTRACTS SUBJECT TO FEDERAL AWARD**:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at https://www.hidalgocounty.us/805/County-Administrative-Policies) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit *"H"*** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e…subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at https://www.hidalgocounty.us/805/County-Administrative-Policies, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.

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33. **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES**:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See* **Exhibit "*E*"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

34. TEX. GOVT. CODE 2270 – BOYCOTT ISRAEL VERIFICATION: Effective September 1, 2017, the Texas Government Code was amended to require state agencies and political subdivisions to obtain written verification from the Company that their Company (i) does NOT boycott Israel and (ii) will not boycott Israel during the life of this contract, agreement or purchase order (herein after referred to as "Contract"). By accepting this contract, the Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code §2270.001(1) and §808.001(1), as amended. The County cannot execute a contract for goods or services without this declaration.

35. TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS: By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

36. Bidders must provide all applicable documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

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REQUEST FOR BID LEGAL NOTICE
For
HIDALGO COUNTY
(Including all funding sources, programs and entities)

"Procurement and Installation of digital signage and other items"
RFB No.: 2020-506-11-18-HAG

To: 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

Bidder acknowledges that it has examined this Request for Bid and specifications and is familiar with the conditions to be met. 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 acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Bid. Bidder acknowledges that any and all specifications, provisions, and attachments of this Request for Bid are incorporated into and made a part of any resulting agreement.

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. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in bid rejection.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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Hidalgo County

New Hidalgo County Courthouse - FF&E

Construction Documents
Project Manual

Procurement and Installation of Digital Signage and other items

Digital Signage Bid Set

September 23, 2020

HDR Project No. 10085982

HIDALGO COUNTY RFB BID NO: 2020-506-00-00-HAG

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PLEASE NOTE: CONFLICTS BETWEEN THE HDR DOCUMENTS AND THOSE SUBMITTED BY THE COUNTY SHALL BE HELD IN FAVOR OF THE COUNTY.

DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS (DIGITAL SIGNAGE)

PART 1 - GENERAL

1.1 INVITATION

A. Owner invites sealed Bids for Single-Prime Contract on digital signage work scope to include work of all trades.
   1. Project Title: New Hidalgo County Courthouse.
   2. Project Address: 100 N. Closner Blvd., Edinburg, TX 78539.
   3. Owner Name: Hidalgo County.
   4. Architect: HDR Architecture, Inc.
   5. Bids shall be lump sum basis for digital signage procurement and installation work scope.
      a. Segregated bids will not be accepted.

1.2 DESCRIPTION

A. In general, Work consists of procurement and installation of digital signage and other items for a seven-story, approximately 368,805 sf new construction county building in Edinburg, Texas. The project includes offices, public spaces, staff spaces, dining, courtrooms, holding, storage and other support spaces. There is a new, detached utility plant on site with minimal items required for it.

B. Job Conditions:

   1. The main building has a raised loading dock and dock leveler. Freight elevator access will be provided. Installer needs to verify and coordinate delivery of larger items which may or may not fit in the elevator. Bidder will be responsible for elevator and building protection and for repairing any damage they cause.

1.3 COMPLETION

A. Completion of this work in timely manner is of the essence. Installation shall parallel phased delivery of the building's construction. Following this section is the anticipated schedule.

1.4 METHOD OF BIDDING

A. The Owner is seeking a turn-key package from one single vendor/dealer. Only a COMPLETE BID including ALL items in this package will be accepted. If bidders need to subcontract a portion(s) of the work included in these documents in order to provide a total and complete bid package, then that will be the responsibility of the bidder submitting price for this package to coordinate such terms.

B. See Bid Form for specific requirements regarding bids and cost breakdown.

C. The Owner is qualified to receive cooperative pricing from several different buying groups; however, the Owner does not mandate that items need to be furnished from these lists. In order to pass along the best possible price to the Owner, Bidders have the option of submitting cooperative pricing or non-cooperative pricing on items listed in this package.
   1. The list of cooperative buying groups the Owner is qualified to receive pricing from includes:
      a. Texas Association of School Boards (Buy Board)
      b. The Department of Information Resources (DIR)
      c. Texas Correctional Industries (TCI)
      d. Harris County Department of Education Choice Facility Partners Cooperative Purchasing
      e. General Service Administration (GSA)
      f. Houston-Galveston-Area Council (H-GAC)

g. Region One Education Service
h. The Cooperative Purchasing Network (NIPA)
i. Texas Association of School Boards (TASB)
j. Cooperative TIPS/TAPS Purchasing System
k. US Communities
l. Western Alliance
m. Window on State Government (TPASS) TXMAS
n. National Association of Counties (NACO)
o. National Joint Powers Alliance (NJPA)
p. Purchasing Cooperative of America (PCA)

D. This is a tax-exempt project.

1.5 PREPARATION OF BID

A. Submit on Bid Form included in bid documents and attach separate pages where additional information is requested.

B. Fill out in ink or typewritten, without erasure, interlineation or changes.

C. Make Bid in name of principal and, if co-partnership, give names of all parties.

D. Give Bidder's complete address.

E. For bids submitted by an agent, provide satisfactory evidence of agency authority.

F. Fill in bid prices in both words and figures.

G. Submit bid in sealed opaque envelope.

H. Indicate on outside of envelope, name of bidder, bidders address, and name of Project for which bid is submitted.

I. If forwarded by mail, enclose sealed envelope containing Bid Form in another envelope addressed as indicated.

J. **Public Information and Notice of Confidentiality:** The Owner considers all Bid information, documentation and supporting materials submitted in response to this Bid request to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et. seq.) after the award of the contract. The Bidder must identify and designate those portions of their Bid that contain trade secrets or other proprietary data. If the Bid includes such data, the Bidder shall:
   1. Mark the cover sheet of the Bid with the following phrase: "This Bid includes data that shall not be disclosed outside the County and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Bid."
   2. Mark each sheet and the specific data on that sheet that the Bidder wishes to restrict with the following phrase: "Use or disclosure of the specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Bid."

1.6 MODIFICATION OR WITHDRAWAL OF BID

A. Bid may be withdrawn or modified prior to scheduled time for opening, under following terms:
   1. Bidder may, without prejudice to self, withdraw bid after it has been deposited, provided request for such withdrawal is received in writing, before time set for opening.
   2. Telephonic communications not acceptable.

B. After opening, no bid may be withdrawn or modified for period indicated in Bid Form.

C. Provide addition, subtraction or modification so that final prices or terms will not be known until sealed Bid Form is opened.

1.7 INTERPRETATIONS

A. Bidder shall carefully study and compare Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which Bid is submitted, shall examine site and local conditions for errors, inconsistencies or ambiguities discovered.*

B. In event of errors, inconsistencies or ambiguities discovered between portions of Bidding Documents or within Bidding Documents or bidder is in doubt of meaning of any part of Biding Documents, bring to Architect's attention by submitting Bid Document Request For Interpretation:
   1. Use attached form to address on form.
      a. Bidder submitting request is responsible for prompt delivery of such requests.
      b. Request must be received AT LEAST 10 DAYS PRIOR to date fixed for opening of bids.
   2. Interpretations, corrections and changes of Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. *
      a. Copy of such Addendum will be will be made available for inspection wherever Bidding Documents are on file for that purpose.. No addenda will be posted within 3 days of bid date without an extension of the bid period.
      b. Failure to receive such Addendum does not relieve bidder from any obligation under bid as submitted.
      c. All Addenda become part of Bidding Documents and Contract Documents.
      d. Each Bidder shall ascertain prior to submitting a Bid that Bidder has received all Addenda issued, and Bidder shall acknowledge their receipt on Bid Form.

C. Oral interpretations will not be binding.

D. Owner or Architect is not responsible for any other explanations or interpretations which anyone presumes to make.

E. Bidder desiring approval of material or equipment not specified must comply with Section 00 26 00.

1.8 BASE BIDS AND ALTERNATES

A. General: Bid must include Base Bid and all Alternates.

B. In event Alternate does not affect bidder's work, enter "No Change."

C. Absence of any entry will be assumed to indicate zero price or time change.

D. Order of Alternates: Owner reserves right to accept any or all Alternates.

E. Description of Alternates: See Section 01 23 00.

1.9 UNIT PRICES

A. Bid must include all Unit Prices.

B. Absence of any entry will be assumed to indicate zero price.

C. See Section 01 22 00.

1.10 IRREGULAR BID AND REJECTION OF BIDS

A. Bid is considered irregular and may be rejected for following reasons unless otherwise provided by law:
   1. If Bid Form furnished is not used or is altered.
   2. If there are unauthorized additions, conditional bids, or irregularities of any kind which may tend to make bid incomplete, indefinite, or ambiguous.
   3. If bidder adds any provisions reserving right to accept or reject any award, or to enter into contract pursuant to an award.

4. If unit or lump sum prices contained in bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
5. If bidder fails to insert Alternate and Unit Prices for **every** such item indicated.
6. If bidder fails to complete Bid Form where information is requested, so bid may be properly evaluated, including failing to acknowledge receipt of any/all addenda.

B. Owner reserves right to reject any or all bids and to waive irregularities or informalities as may be in Owner's interest.

1.11 DEFINITIONS*

A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Bidding Requirements consist of Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and Addenda and clarifications issued prior to execution of Contract.

B. Definitions set forth in General Conditions of the Contract or in other Contract Documents are applicable to Bidding Documents.

C. Addenda are written or graphic instruments issued by Architect prior to execution of Contract which modify or interpret Bidding Documents by additions, deletions, clarifications or corrections.

D. A Bid is a complete and properly executed proposal to do the Work for sums stipulated therein, submitted in accordance with Bidding Documents.

E. The Base Bid is the sum stated in the Bid for which Bidder offers to perform the Work described in Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

F. An Alternate Bid (Alternate) is an amount stated in the Bid to be added to or deducted from the amount of Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

G. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with Bidding Documents.

H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment and/or services or a portion of the Work as described in Bidding Documents.

I. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in Bidding Documents.

J. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.12 BIDDING DOCUMENTS*

A. Bidders may obtain complete Bidding Documents from Hidalgo County Purchasing Department, attention hector.garcia1@co.hidalgo.tx.us.

B. For REVIT files, fill out the following release form and submit it to hector.garcia1@co.hidalgo.tx.us. Owner will coordinate to have Architect forward files directly to requestor.

C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither Owner nor Architect assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

Provisions followed by an asterisk (*) include some or all provision obtained from AIA Document A701-1997.

END OF SECTION

BID DOCUMENT

REQUEST FOR INTERPRETATION

Project: New Hidalgo County Courthouse

Project No: 10085982

For Contractor / Subcontractor / Vendor Routing:
Firm:

BD-RFI No.: _____
Transmittal No.: _____
Date: _____

To: Attn: **Hector Garcia** Email to: hector.garcia1@co.hidalgo.tx.us

Provide references and complete description of request with sketches or copy of document if necessary.
(Please type or print legibly)

Spec. Section: _____ Dwg. No.: _____ Rm. No.: _____
Request:

Contractor / Supplier: _____

Address: _____

Phone No.: _____ FAX No.: _____

By: _____ Date: _____

Request must be received AT LEAST 10 DAYS PRIOR to bid opening.
If response is necessary, interpretations or supplemental instructions will be issued in the form of written addenda or clarification.

Architect's Routing: (for A/E use only) A/E BD-RFI No.: _____

To: Date: _____

☐ _____ ☐ _____

☐ Proj. Mgr. _____ ☐ Civil / Landscape _____

☐ Coordinator _____ ☐ Interior Designer _____

☐ Signage _____ ☐ Specification Writer _____

☐ AV/Ct. Tech _____ ☐ Project C.C.A. _____

☐ Electrical _____ ☐ other _____

ACTION: ☐ Review and initiate addendum item if appropriate ☐ Review & provide input ☐ Info only

☐ Review and initiate change document if appropriate ☐ Other:

END OF FORM

ELECTRONIC MEDIA RELEASE

This release for electronic media is dated as the day of , 20 between ("Contractor") and HDR Architecture, Inc. ("HDR").

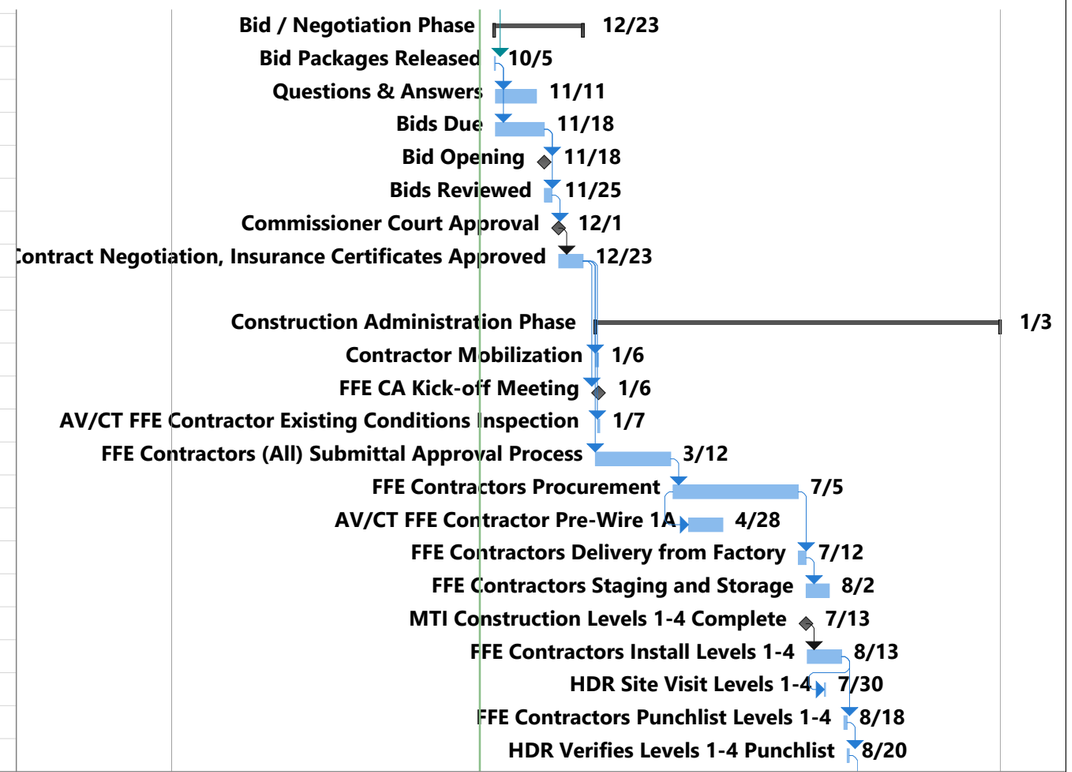
It is understood that Contractor, with the express authorization of County of Hidalgo, TX ("Client"), has requested HDR to supply Contractor with electronic media (disks, tapes, optical disk, etc.) containing information on New Hidalgo County Courthouse ("Project") for use by Contractor or others as appropriate.

Therefore, in consideration of the release of the materials, Contractor and HDR agree as follows:

1. NO RIGHT TO RELY. The delivery of drawings and/or Building Information Modeling ("BIM") in the electronic media that is subject to this release is for the benefit of the Client for whom the design services have been performed. Nothing in this transfer should be construed to provide any right of the Contractor to rely on the drawings or BIM model provided or be construed that HDR has reviewed and/or approved of the Contractor's use of this electronic media.
2. RELEASE DATE DEPENDENT. It is HDR's professional opinion that this electronic information provides design information current as of the date of this release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design subsequent to the preparation date of these files or models.
3. GOVERNING CONTRACT DOCUMENTS. The electronic media are provided solely as a convenience to the Contractor and shall NOT be considered "Contract Documents", "Construction Documents" or any type of certified document. All documents considered "Contract Documents", "Construction Documents" or any type of a certified document shall be hard copy or .PDF electronic file format and shall be accompanied by a professional's stamp and signature. The hard copy or .PDF shall be referred to for construction and shall govern in the event of any inconsistency between the hard copy/.PDF and the electronic media subject to this release.
4. NO REPRESENTATION. The information contained in the electronic media may not be used in lieu of obtaining information by other means required by other agreements, including those with Client, such as by survey or other procedures or sources, and any conclusions or information obtained or derived from such electronic media will be at user's sole risk. By providing this electronic media, HDR makes no representations, express or implied, whether user's means, methods, techniques, sequences, or procedures are adequate, appropriate, or approved, and whether the use of the information contained in the electronic media is appropriate.
5. BIM. Contractor understands and agrees that Electronic Media that includes BIM may not include the entire electronic model. Contractor further understands and agrees that such electronic model is a general representation and may not be complete, accurate or reflective of specific assemblies, and that there may be inconsistencies between the electronic model and the Contract Documents and, in the event of any inconsistencies, the Contract Documents shall govern.
6. FILE CONVERSION. Contractor understands and agrees that conversion of Electronic Media supplied by HDR from the system or format used by HDR to an alternative or upgraded system or format, whether performed by HDR or others, may not be accomplished without the introduction of inexactitudes, anomalies, omissions, and errors. In the event Electronic Media furnished by HDR is converted, the Contractor assumes all risk associated with such conversion.
7. COMPUTER VIRUSES. Contractor is advised to check all electronic media for computer viruses before loading the files. Contractor is fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with the electronic files and hereby agrees to waive, indemnify and hold HDR harmless from and against all claims of any type or nature asserted by Contractor or any third party as a result of viruses inadvertently transmitted with the electronic media.
8. DATA EROSION. Files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time. By accepting these electronic files, Contractor acknowledges these risks and agrees to waive all claims against HDR should data erosion, erasure and/or alteration of these electronic files occurs.
9. ALTERATIONS. If Contractor, its employees, or agents choose to use or alter in any way, in whole or in part, the electronic files provided for the Project or any future project(s), or the electronic files are inadvertently altered in any way, Contractor agrees to waive, indemnify and hold HDR harmless from all claims, injuries, losses, damages, costs and expenses (including without limitation, attorneys' fees) arising out of such alteration or use.
10. LIMITED LICENSE. Contractor's right to use the Electronic Media provided by HDR is limited to the Project. Except as otherwise provided herein, no license or conveyance of any rights to the Electronic Media held by HDR or Client are granted or implied by this Electronic Media Release.
11. COPYRIGHT. All copies made pursuant to this Electronic Media Release shall bear the statutory copyright notice, if any, shown on drawings, specifications or other Instruments of Service provided as Electronic Media. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project will not be construed as a publication in derogation of Client's or HDR's copyrights or other reserved rights.

HDR Architecture, Inc.		CONTRACTOR	
Signed:	_____	Signed:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

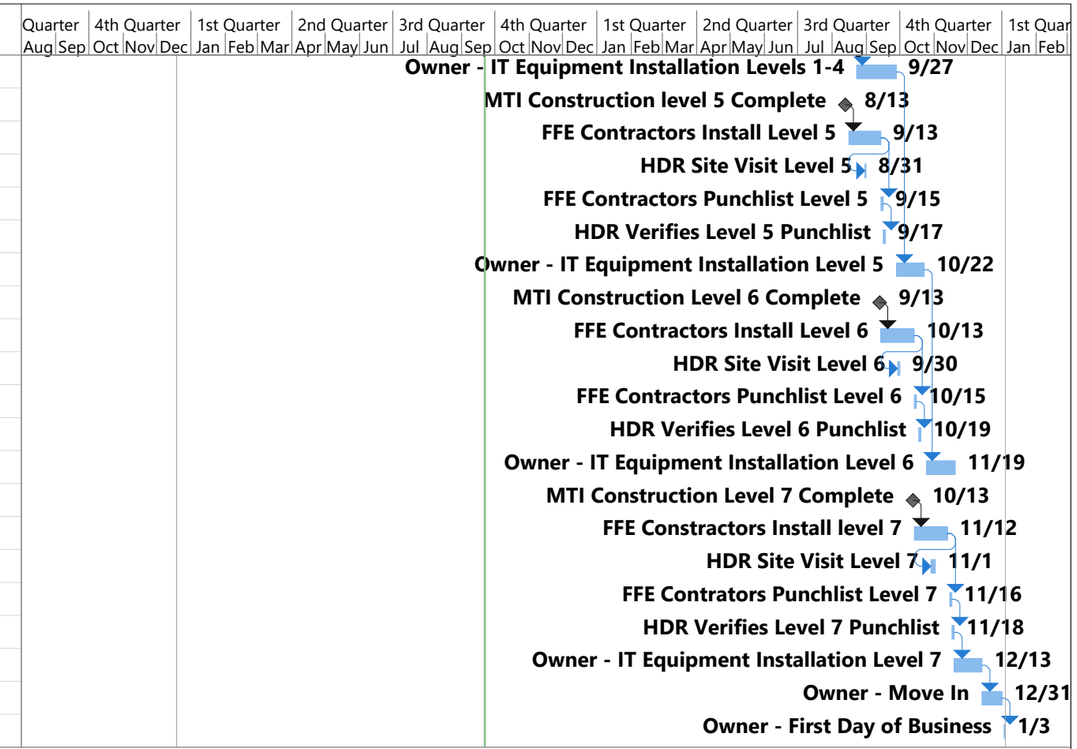
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16		**Bid / Negotiation Phase**	**58 days**	**Mon 10/5/20**	**Wed 12/23/20**	
17		Bid Packages Released	1 day	Mon 10/5/20	Mon 10/5/20	13
18		Questions & Answers	27 days	Tue 10/6/20	Wed 11/11/20	17
19		Bids Due	32 days	Tue 10/6/20	Wed 11/18/20	17
20		Bid Opening	0 days	Wed 11/18/20	Wed 11/18/20	19
21		Bids Reviewed	5 days	Thu 11/19/20	Wed 11/25/20	19
22		Commissioner Court Approval	0 days	Tue 12/1/20	Tue 12/1/20	21FS+4 days
23		Contract Negotiation, Insurance Certificates Approved	16 days	Wed 12/2/20	Wed 12/23/20	22
24						
25		**Construction Administration Phase**	**261 days**	**Mon 1/4/21**	**Mon 1/3/22**	
26		Contractor Mobilization	3 days	Mon 1/4/21	Wed 1/6/21	23FS+7 days
27		FFE CA Kick-off Meeting	0 days	Wed 1/6/21	Wed 1/6/21	23FS+10 days
28		AV/CT FFE Contractor Existing Conditions Inspection	2 days	Wed 1/6/21	Thu 1/7/21	23FS+9 days
29		FFE Contractors (All) Submittal Approval Process	50 days	Mon 1/4/21	Fri 3/12/21	23FS+7 days
30		FFE Contractors Procurement	81 days	Mon 3/15/21	Mon 7/5/21	29
31		AV/CT FFE Contractor Pre-Wire 1A	23 days	Mon 3/29/21	Wed 4/28/21	30SS+10 days
32		FFE Contractors Delivery from Factory	5 days	Tue 7/6/21	Mon 7/12/21	30
33		FFE Contractors Staging and Storage	15 days	Tue 7/13/21	Mon 8/2/21	32
34		MTI Construction Levels 1-4 Complete	0 days	Tue 7/13/21	Tue 7/13/21	
35		FFE Contractors Install Levels 1-4	23 days	Wed 7/14/21	Fri 8/13/21	34FS+1 day
36		HDR Site Visit Levels 1-4	1 day	Thu 7/29/21	Fri 7/30/21	35FS-50%
37		FFE Contractors Punchlist Levels 1-4	3 days	Mon 8/16/21	Wed 8/18/21	35
38		HDR Verifies Levels 1-4 Punchlist	2 days	Thu 8/19/21	Fri 8/20/21	37



Project: HCCH FFE Schedule_09_22_2020
Date: Tue 9/22/20

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
39		Owner - IT Equipment Installation Levels 1-4	26 days	Mon 8/23/21	Mon 9/27/21	38
40		MTI Construction level 5 Complete	0 days	Fri 8/13/21	Fri 8/13/21	
41		FFE Contractors Install Level 5	21 days	Mon 8/16/21	Mon 9/13/21	40FS+1 day
42		HDR Site Visit Level 5	1 day	Mon 8/30/21	Tue 8/31/21	41FS-50%
43		FFE Contractors Punchlist Level 5	2 days	Tue 9/14/21	Wed 9/15/21	41
44		HDR Verifies Level 5 Punchlist	2 days	Thu 9/16/21	Fri 9/17/21	43
45		Owner - IT Equipment Installation Level 5	19 days	Tue 9/28/21	Fri 10/22/21	39
46		MTI Construction Level 6 Complete	0 days	Mon 9/13/21	Mon 9/13/21	
47		FFE Contractors Install Level 6	22 days	Tue 9/14/21	Wed 10/13/21	46FS+1 day
48		HDR Site Visit Level 6	2 days	Wed 9/29/21	Thu 9/30/21	47FS-50%
49		FFE Contractors Punchlist Level 6	2 days	Thu 10/14/21	Fri 10/15/21	47
50		HDR Verifies Level 6 Punchlist	2 days	Mon 10/18/21	Tue 10/19/21	49
51		Owner - IT Equipment Installation Level 6	20 days	Mon 10/25/21	Fri 11/19/21	45
52		MTI Construction Level 7 Complete	0 days	Wed 10/13/21	Wed 10/13/21	
53		FFE Constractors Install level 7	22 days	Thu 10/14/21	Fri 11/12/21	52FS+1 day
54		HDR Site Visit Level 7	2 days	Fri 10/29/21	Mon 11/1/21	53FS-50%
55		FFE Contrators Punchlist Level 7	2 days	Mon 11/15/21	Tue 11/16/21	53
56		HDR Verifies Level 7 Punchlist	2 days	Wed 11/17/21	Thu 11/18/21	55
57		Owner - IT Equipment Installation Level 7	17 days	Fri 11/19/21	Mon 12/13/21	56
58		Owner - Move In	14 days	Tue 12/14/21	Fri 12/31/21	57
59		Owner - First Day of Business	1 day	Mon 1/3/22	Mon 1/3/22	58



Project: HCCH FFE Schedule_09_22_2020
Date: Tue 9/22/20

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

SECTION 00 26 00
SUBSTITUTIONS PRIOR TO BIDDING (DIGITAL SIGNAGE)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling requests for substitutions made prior to bid.
   1. Any product proposed by Contractor which does not meet requirements of Contract Documents, whether in product characteristics, size, performance, quality, manufacturer, or brand name is considered a substitution.
   2. In case of non-availability of materials contact Architect for review and action.

B. For bidding purposes, base all bids on materials, equipment, and procedures specified, or approved by Addenda.

1.2 SUBSTITUTION PRIOR TO BID

A. Submit complete data substantiating compliance of proposed substitution with Contract Documents.

B. Products and Systems:
   1. Product identification, including manufacturer's name.
   2. Manufacturer's literature marked to indicate specific model, type, size, and options to be considered:
      a. Product description.
      b. Performance and test data.
      c. Reference standards.
      d. Difference in power demand, connectivity, etc.
      e. Dimensional differences from specified unit.
      f. Finishes differences if specified finish is not available.
   3. Samples:
      a. Architect reserves right to request and retain sample until physical units are installed on project for comparison purposes.
      b. Samples shall be available in the Dallas/Fort Worth metroplex for testing by Architect and in Hidalgo County for the Owner's review.
      c. Full size product samples should display the equivalent feature(s) and type of finish(es) for each item specified but are not required to match in color.
      d. Requester pay all costs of furnishing and return of samples.
      e. Architect is not responsible for loss of or damage to samples.
   4. Name and address of at least three similar projects that proposed product has been in use on for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss product, installation, and field performance data.

C. Construction Methods:
   1. Detail description of proposed method.
   2. Illustrate with drawings.

D. Itemized comparison of proposed substitute to specified item; make clear variations.

E. Identify effect and changes required on other trades, subcontractors or contracts.

F. Data related to any change in contract time.

G. Cost of proposed substitution in comparison with product, system or method specified.

H. Availability of maintenance and repair services, and sources of repair or replacement items.

I. Warranty comparison with specified product or system.

1.3 PRODUCT SELECTION - GENERAL

A. Certain types of products are described in Project Manual by means of trade names, catalog numbers or manufacturer's names, or both.
   1. This is not intended to exclude products from consideration which may be capable of accomplishing purpose indicated if price, quality, design esthetic, functional aspects and warranty are equal to or exceed specified products.

B. Other types of products may be considered acceptable to Owner and Architect in place of those specified.

C. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.

D. **No substitutions are permitted after execution of contract**, unless allowed by Contract Documents.

E. Conditional bids and voluntary alternates will not be considered unless allowed by Instructions to Bidders.

1.4 SUBSTITUTION REQUESTS

A. Only written requests with complete data for evaluation will be considered.
   1. Request must be received at least 10 calendar days prior to bid date.
   2. Requests received late will not be considered.
   3. Submit evaluation data with attached form to hector.garcia1@co.hidalgo.tx.us who will forward to Architect.

B. In making request for substitution, Suppliers represent:
   1. Personal investigation of proposed product, system or method, has been conducted and determined it equal or superior in all respects to that specified, and will perform intended function.
   2. Product, system or method is in full compliance with applicable codes.
   3. Warranty for substitute item as for product, system or method specified meets or exceeds specified product.
   4. Finish products shall comply relative to color and pattern with base specified items.
   5. Contractor will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects.
   6. Certified cost data is complete and includes all related costs, excluding Architect's review and redesign cost.
   7. Waives claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution.
   8. Pay additional costs to other trades, subcontractors or contracts caused by substitution.
   9. Pay all Architect's review and redesign cost, special inspections, and other costs incurred by substitutions or revisions made necessary by acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manner, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor.
   10. Acknowledge acceptance of these provisions.

C. Supplier to sign substitution request in space provided on form acknowledging acceptance of terms.

1.5 APPROVAL OF SUBSTITUTION REQUEST

A. No verbal or written approvals other than by Addenda will be valid.
   1. Addendum listing approved substitutions will be published prior to Bid date.

1.6 REJECTION OF SUBSTITUTION REQUESTS

A. Substitutions may not be considered if:
   1. Submitted after stipulated date or time period.
   2. Not submitted in accord with this Section.
   3. Acceptance will require substantial revision of Contract Documents, building or system.
   4. Substitution request does not indicate specific item for which request is submitted.
   5. Substitution Request form is not properly executed and signed.
   6. Substitution request for manufacturer acceptance only.
   7. Insufficient information submitted.
   8. Substitution color, pattern or appearance does not comply with base specified item.
   9. Substitution does not appear to comply with requirements of specifications for base item.

END OF SECTION

SUBSTITUTION REQUEST

PROJECT: New Hidalgo County Courthouse – Digital Signage Package

PROJECT NUMBER: 10085982

To Office of Architect via hector.garcia1@co.hidalgo.tx.us

SPECIFIED PRODUCT:

Substitution request for Item

Tag: _____

Item description: _____

_____

REASON FOR SUBSTITUTION REQUEST:

- ☐ Fails to comply with building code requirements
- ☐ Unavailable to meet Project schedule
- ☐ No qualified installer for specified item
- ☐ Supplier refuses to warrant item or installation
- ☐ Supplier, Subcontractor or Contractor convenience
- ☐ Other:
- ☐ Not available
- ☐ Reduce Project contract time
- ☐ Project cost savings
- ☐ Unsuitable for application
- ☐ Constructability issue

Explanation in Detail: ☐ See attached: _____

SUPPORTING DATA:

Attach product description, specifications, drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation of the proposed substitution in accord with requirements of Section 00 26 00.

Sample is included:	Yes ☐	No ☐
Sample will be sent if requested:	Yes ☐	No ☐
Maintenance Service Available:	Yes ☐	No ☐

If yes, location: _____

Spare Parts Source: _____

PRODUCT/SYSTEM COMPARISON:
Provide a one-to-one comparison of proposed substitution with ALL specified attributes and qualities of specified item(s)

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Manufacturer:		
Name, brand:		
Catalog No.:		
Unit Cost:		
Attributes / Qualities / Variations / Warranty / etc:		

REFERENCES:
LIST MINIMUM OF THREE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name a phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

EFFECT OF SUBSTITUTION:

Substitution affects other parts of Work: No ☐ Yes ☐ (If yes, explain below)

Substitution requires dimensional revision or redesign of structure, mechanical, electrical or other connectivity Work: No ☐ Yes ☐ (If yes, explain below)

Same warranty provided as specified base product: No ☐ Yes ☐ (If no, explain below)

Explanation: _____

Cost difference: $ _____ (add / deduct).

Total cost implications of substitution on Project: $ _____ (add / deduct).

Total time implications: $ _____ (add / deduct) calendar days.

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☐ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.
- ☐ Is in full compliance with applicable code requirements.
- ☐ Will provide same warranty for substitute item as for product, system or method specified.
- ☐ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- ☐ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.
- ☐ If a finish product, color wise and pattern wise complies with base specified items.
- ☐ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
- ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution. (refer to full wording in Section 00 26 00.1.4.B.9 above)
- ☐ Will pay additional costs to other contractors caused by substitution.
- ☐ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- ☐ Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: _____

Acknowledged by (print): _____ Date: _____

Signature: _____ Phone _____

Position: _____

END OF SUBSTITUTION REQUEST

SECTION 00 41 13
BID FORM (DIGITAL SIGNAGE)

DATE: _____

Bidder, _____, a * _____ organized and existing under

the laws of the State of _____, does business as ** _____.

* Insert corporation, partnership, or individual, as applicable.
** Insert trade or business name.

TO: County of Hidalgo, Texas, 100 N. Closner Blvd., Edinburg, Texas 78539
Hereinafter referred to as Owner

Gentlemen:
The Bidder, in compliance with your invitation for bids for procurement and installation of digital signage for: New Hidalgo County Courthouse, having examined the Bidding Documents prepared by HDR Architecture, Inc., and other related documents and being familiar with site of proposed Work, and with all conditions surrounding delivery to and installation of proposed Project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all Work, provide all services, and to provide and install all Work in accordance with Bidding Documents, within time and amounts stated herein. These amounts are to cover all expenses incurred in performing Work required under Bidding Documents, of which this Bid is a part, and utilizing industry standard best practices to govern requirements not herein stated.

Bidder, if awarded contract, hereby agrees to perform Work under this contract according to the phased installation schedule included in the Bidding Documents.

PART A – MATERIALS AND INSTALLATION:

Bid amount shall be expressed in words and in figures. In case of discrepancy, amount shown in words will govern.

BASE BID - FOR CONTRACT: Bidder agrees to perform all Work as described in Bidding Documents,

for Lump Sum of _____ dollars (Bidder to fill in)
($_____).

This is a tax-exempt project.**PART B – UNIT PRICES - NOT USED for this Bid**

PART C – POST INSTALLATION SERVICE:
Attach a statement of approximately 100 words that addresses the Bidder's methods of and approach to warranty/post installation support and replacing damaged items. Be sure to note if these services are handled in-house and by the same project manager who coordinated the order, delivery and installation or if by different staff.

PART D – EXPERIENCE AND PROJECT TEAM:
Provide the following information for review:

A. Company Information
   - Name of firm
   - Address of Principal Office
   - Phone Number
   - Fax Number

Email address and web address
Form of Business Organization (corporation, partnership, individual, joint venture, etc.)
Year Founded

B. Organizational Experience
List the major projects (five maximum) completed by your firm within the last five (5) years in similar scope and size compared to this project. For each project provide the name, nature of the project and function of the building, size (sq. ft.), location, your contract cost, completion date, Owner's name, Architect's name, and the manner in which your organization was selected (Bid, RFP, etc.).

C. Claims and Suits:
List all lawsuits or requested arbitration with regard to contracts similar to this over the past five (5) years that your firm has been named in.

D. Organizational Chart and Resumes of the Project Team
Provide a chart showing how the project team assigned to this project interrelates to the organizational structure of your company. Be sure to identify the specific Account Executive, Project Manager, Installation Manager and Warranty Coordinator (or similar titles within your company) who will be assigned to this project. Describe how this structure is beneficial to this Owner.

E. References
Provide a resume and project references for each of the key individuals who will be assigned to this project.

F. Financials and Background
1. If selected, and upon request, submit your firm's financial statement including, but not limited to:
a. A financial statement, certified by a public accountant and audited, including your organization's latest balance sheet and income statement
b. Name and address of firm preparing attached financial statement and date thereof
c. Is the attached financial statement for the identical organization named under item a. above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent and subsidiary).
d. Name, address and phone for bank reference(s).
e. Name of bonding company, name and address of agent. Proof of ability to bond will be required prior to selection.

D&B reports will be run on short listed firms prior to final selection.

PART E – BID SECURITY:

Bid Security attached in sum of _____ ($_____), as required by Legal Notice, becomes property of Owner in event contract agreement is not executed and Performance Bond, and Labor and Material Payment Bonds are not delivered within time set forth.

If awarded a contract, Contractor shall furnish Performance Bond, and Labor and Material Payment Bond within thirty days following date agreement is entered into, and prior to commencement of Work. The bidder's Surety for Performance and Payment Bonds will be: _____

_____.

PART F – ADDENDA:
Bidder acknowledges receipt of following addenda. (Note: All published Addenda must be acknowledged here.)

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

Bidder agrees that this Bid shall be good and will not be withdrawn for period of 90 calendar days after date for opening of bid.

Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities or irregularities therein.

Upon notice of award of this Bid, bidder and Owner will execute Contract Agreement prior to start of Work, or may being with issuance of an official Notice to Proceed.

Respectfully submitted,

Signature if an Individual: _____

Doing Business as: _____

Business Address: _____

Signature if a Partnership: _____

By: _____ Member of Firm

_____ Member of Firm

Business Address: _____

Signature if a Corporation

_____

By: _____ Title: _____

Business Address: _____

Telephone Number: _____

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 10 00
SUMMARY (DIGITAL SIGNAGE)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project information.
2. Contract, Job Conditions
3. Work covered by Contract Documents.
4. Phased construction.
5. Owner-furnished products.
6. Definitions.
7. Referenced Standards.

B. Related Sections include but are not necessarily limited to:
1. Section 01 31 26 - Newforma Contract Management System Requirements.
2. Section 01 42 16 - Definitions.

1.2 PROJECT INFORMATION

A. Project Identification: New Hidalgo County Courthouse.
1. Project Location: 100 N. Closner Blvd., Edinburg, TX 78539.

B. Owner: County of Hidalgo, Texas
1. Owner's Representative:

JACOBS

100 Cano St.

Edinburg, Texas 78539

C. Architect:

HDR Architecture, Inc.

8750 N. Central Expressway, Suite 100

Dallas, TX 75231

D. Construction Manager: Morganti Texas, Inc..

E. Web-Based Project Software: Project software systems administered by Architect and Owner's Representative will be used for purposes of managing communication and documents during the construction stage.
1. See Section 01 31 26 for requirements for establishing and using web-based Project software.

1.3 CONTRACT, JOB CONDITIONS

A. Type of Contract:
1. Project will be constructed under a single prime contract.

B. Owner, through another contractor or on their own, will provide site sanitary facilities, site fence, and temporary building conditioning. The digital signage Bidder will be responsible for providing for removal of trash generated by this work. Bidder shall not use other dumpster on site, if there is one. Coordinate trash removal procedure with Construction Manager.

C. Work for this Contract shall be performed concurrently with and/or in close coordination with Work performed on the Project under other Contracts to make a functionally complete Project.

D. Coordination: The Project will require close coordination and cooperation with Owner, Owner's Representative, Construction Manager, Architect and other Contractors. The work under this Contract is one of the last phases of the Project. The timely and orderly coordination and completion of the work under this Contract is critical to Owner occupancy of the Project. Contractor shall provide management of their Contract Work. This includes on- and off-site management necessary to coordinate with the other contractors and the Owner, and to complete the Work within the Contract time.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and generally consists of the following. Bidder to provide everything necessary to make a functionally complete Project.
   1. Ordering and procuring all items specified herein.
   2. Shop drawings and other submittals are the responsibility of this Contractor.
   3. Coordinating power, data and other infrastructure (including blocking/mounting support) requirements with Architect and General Contractor.
   4. Coordinating delivery location of product from factory. Bidder to arrange and pay for climate-controlled warehousing if not shipping directly to site.
   5. Staging product for installation. Do not plan for this to be able to happen on site.
   6. Coordinating installation schedule and technicalities with General Contractor and Owner's Representative.
   7. Protecting building from damage due to digital signage install.
   8. Installing digital signage where indicated on drawings.
   9. Run power and data systems for digital signage where required.
   10. Cleanup.
   11. Ordering and installing incomplete parts and repairing damaged items.
   12. User demonstration.
   13. Compiling spare parts and maintenance and warranty manuals.

B. Digital Signage Contractor will be responsible for their own equipment, materials and whatever else is needed to comply with Contract Documents.

C. Digital Signage Contractor shall coordinate, pay for and assume full responsibility for any subcontractors necessary for the installation of their work unless otherwise noted including, but not limited to, outfitting workstations with power and data.

D. Digital Signage Contractor will be responsible for cleaning up their messes and hauling their trash off site daily.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in phases, with each phase substantially complete as indicated. Refer to Section 00 21 13 for schedule.

1.6 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and coordinating building services connections.

B. Owner-Furnished Products:
   1. There are no Owner-Furnished, Contractor-Installed products as part of this contract.

1.7 DEFINITIONS

A. The terms "Architect, Architect/Engineer, Arch/Eng, A/E, Engineer" or like terms shall mean Design Professional.

B. The term "GC" or like terms shall mean General Contractor.

C. The term "Provide" shall mean furnish and install.

D. The term “By Others” or “NIC” or like terms shall mean the Owner or other individual Contractor.

1.8 REFERENCED STANDARDS

A. Referenced standards or codes shall not supersede the division of responsibility established in the Contract Documents.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 22 00
UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Unit Price is an amount proposed by bidders, stated on Bid Form, as a price per unit of measurement for materials or services added to or deducted from Contract Sum by appropriate modification, if estimated quantities of Work required by Contract Documents are increased or decreased.

C. Contractor to take all measurements and compute quantities.
   1. Assist by providing necessary equipment, workers, and survey personnel as required.
   2. Owner will confirm in field the Contractor's measurement of work-in-place that involves use of established unit prices.
   3. If disputes arise, Owner reserves the right to have this work measured, at Owner's expense, by independent surveyor acceptable to Contractor.

1.2 DESCRIPTION

A. Each Unit Price to Include:
   1. Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection application or installation of an item of work; overhead and profit.

B. Unit Prices indicated on Bid Form will be made part of Contract.

C. Unit Prices listed are to be maintained for up to 90 days from the signed contract date.

1.3 UNIT PRICES

A. Refer to unit prices listed under Bid Form Section 00 41 13.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

END OF SECTION

SECTION 01 23 00
ALTERNATES (DIGITAL SIGNAGE)

PART 1 - GENERAL

1.1 SUMMARY

A. Section identifies each Alternate by number and describes basic changes to be incorporated into Work, only when that Alternate is made a part of Work by specific provisions in Construction Contract.

B. Section includes only nontechnical descriptions of Alternates.

C. Refer to specific Sections of Specifications and Drawings for technical description of Alternates.

D. Coordinate related Work, and modify surrounding Work as required to properly integrate Work under each Alternate and to provide complete Project required by Contract Documents.

1.2 DESCRIPTION

A. Work includes:
   1. Indicate Alternate prices on Bid Form.
   2. Alternates will be selected after bids are evaluated.
   3. Selected Alternates will be made a part of Contract and final Contract Amount will be adjusted accordingly.

1.3 ALTERNATES

A. There are no alternates currently in this Bid package.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

END OF SECTION

SECTION 01 23 04
CHANGES IN WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section defines administrative and procedural requirements for handling and processing Changes in Work.

B. Provisions within this section take precedence over provisions in General Conditions governing Changes in Work.

C. Provisions followed by an asterisk (*) include some or all provision as obtained from AIA Document A201- General Conditions of the Contract for Construction which may or may not be used for this Work but the terminology from which is recognized as standard in the industry.

1.2 DEFINITIONS

A. Term Contractor in this section shall mean successful Bidder, which holds a contract with Owner. Term Subcontractor shall mean Contractors which have agreements or contracts with Contractor.

1.3 DESCRIPTION

A. Changes in Work may be accomplished after execution of Contract, and without invalidating Contract, by Change Order (CO), Change Proposal Request (CPR), Construction Change Directive (CCD) or order for a minor change in Work, subject to the limitations stated in this Section and elsewhere in Contract Documents. *
   1. A Change Order or Change Proposal Request shall be based upon agreement among Owner, Contractor and Architect.*
   2. A Construction Change Directive requires agreement by Owner and Architect and may or may not be agreed to by Contractor.*
   3. An order for a minor change in Work may be issued by Architect alone. *

B. Changes in Work shall be performed under this Section and other applicable provisions of Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in a Change Order, Change Proposal Request, Construction Change Directive or order for a minor change in Work. *

C. Contractor may anticipate a minimum of one (_1_) change documents being issued during Project duration; however, such quantities shall not guarantee nor limit total quantity of changes.

D. Manage changes issued so as not to adversely affect Project Schedule.

E. Neither Owner nor Architect recognize “reservation of rights” or similar language from Contractor that would state or purport to preserve ability to make additional claims or demands related to a change, not in conformance with terms and provisions provided by Contract Documents.
   1. Claims or other demands for changes, compensation or an extension of time must be made in strict conformance with the provisions of Contract Documents.
   2. Agreement on any Change Order, Construction Change Directive or Change Proposal Request shall constitute a final settlement of the event and all matters related thereto.
   3. Contractor waives and releases Owner and Architect of direct material costs, labor costs, equipment costs, overhead and profit, costs or losses due to productivity loss, morale, attitude, staffing changes, supervision, acceleration, delay, interference, logistics, fatigue, ripple effect, overtime, time extensions related to costs, and other costs related to any change that are not expressly included in an agreement on any Change Order, Change Proposal Request or Construction Change Directive.

F. Verbal or other informal orders provided by Owner or Architect should be considered as temporary or emergency instructions.
   1. Verbal or other informal orders shall be formally documented, using one of procedures indicated in this Section.
   2. Should Contractor choose to proceed with any verbal or informal instructions, Contractor does so at their own risk.
   3. Should Contractor not receive written verification of verbal or informal instructions in a timely manner, Contractor should request verification using Request for Information (RFI) process.
   4. Contractor shall not proceed with verbal or informal instructions which may result in a change to Contract Sum or Contract Time, until an approved Change Order or Change Proposal Request is received.

G. Incorporate approved changes in Project Record Documents and Schedules for Project.
   1. Submit revised schedules for Project to Owner and Architect.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CHANGE ORDERS*

A. A Change Order (CO) is a written instrument prepared by Architect and signed by Owner, Contractor and Architect, stating their agreement upon following:
   1. Change in Work,
   2. amount of adjustment, if any, in Contract Sum, and
   3. extent of adjustment, if any, in Contract Time.

3.2 CHANGE PROPOSAL REQUEST

A. Change Proposal Request (CPR) is prepared and initiated by Architect at Owner's request or may be issued in response to an Request for Information which has a cost or time impact, or some other required or desired change in the Work that may require an adjustment to Contract Sum or Contract Time.
   1. Change Proposal Requests will include a description of proposed change and may include supplemental or revised Drawings and Specifications, or written instruments prepared by Architect.
   2. Initiation and issuance of a Change Proposal Request is not direction to either stop Work in progress or to proceed with change.
   3. Architect will issue Change Proposal request by posting to Newforma Contract Management System (Newforma).
   4. Contractor will access Newforma Contract Management System to download electronic documents for further processing.
   5. Upon receipt, Contractor and Subcontractors shall review and evaluate scope of change, and potential impact on Project.
      a. If potential impact to schedule, Contractor shall immediately initiate and forward Change Proposal Impact Evaluation to Owner for processing.
      b. If potential impact, Owner may direct Contractor to stop Work in area affected by change to minimize cost impact, or may issue a Construction Change Directive directing Contractor to proceed with change.
   6. Evaluate Subcontractor's cost proposals, make recommendations and submit proposal to Architect on CPR form issued by Architect within twenty-one (21) days of receipt so not to delay progress of Project.
      a. Proposals shall include Contractor's Cost Summary form from Contractor and each Subcontractor with complete itemized accounting, together with appropriate supporting data to substantiate adjustments in Contract Sum and Contract Time, including labor, materials and equipment.

B. Method used to determine an adjustment in Contract Sum shall be limited to following:
   1. Labor Wages:
      a. Itemized by each craft involved, indicating hourly rate for each and hours required, excluding premium pay, paid to employees directly engaged in Work.
      b. Rates shall be actual rate paid the workman in accordance with established management labor agreements.
      c. Labor rates indicated in Contractor Agreement or Subcontractor Agreements are not applicable if they cannot be substantiated in writing as direct labor burden when requested by Owner or Architect.
   2. Labor Burden:
      a. Percent of actual wages for each craft including:
         1) Mandatory fringe benefits required by established agreements.
         2) Health and Welfare.
         3) Pension or retirement savings contribution.
         4) Apprenticeship and other required programs.
         5) Social Security.
         6) Unemployment Insurance.
   3. Subsistence, Mileage, or both:
      a. If in union agreements.
   4. Materials and Equipment: Materials incorporated in Work at Contractor's actual invoice cost, including freight.
   5. Amount of credit allowed for a deletion or change which results in net decrease in Contract Sum shall be net cost.
      a. When both additions and credits covering related Work or substitutions are involved in a change, allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
   6. Overhead and Profit:
      a. Fifteen percent (15 PCT) of net increase of labor and material for work performed by own forces including, but not limited to:
         1) Project Manager.
         2) Estimating.
         3) Field supervision above foremen level superintendents.
         4) Assistant superintendents.
         5) General foremen.
         6) Engineers or other licensed design personnel.
         7) Accountants.
         8) Timekeepers.
         9) Office managers and others on staff.
         10) Office supplies.
         11) Computers and software.
         12) Drinking water.
         13) Temporary heat.
         14) Temporary cooling.
         15) Light and power.
         16) Sanitation facilities.
         17) Small tools valued at $500 or less.
         18) Record documents; and other
         19) Cost of materials, equipment or both not incorporated in Work or directly associated with Work, including home office and on site office costs.
   7. Directed Premium Time on Contract Work:
      a. Actual premium portion of wages for original contract Work which was directed by Owner to be performed other than normal working hours, including:
         1) Social Security Taxes.
         2) Unemployment Insurance.
         3) Union Fringe Benefits if required by Union Agreements.
   8. Major Construction Equipment:

a. Owned:
    1) Cost not to exceed eighty-five percent (85 PCT) of current prevailing rates or blue book rates for rental of appropriate equipment for job and time period of use.
b. Leased:
    1) Contractor's reasonable invoiced cost, except lease-purchase equipment which is considered "Contractor owned".

9. Contractor's overhead and profit on Subcontractor's Work:
    a. Contractor's overhead and profit on Subcontractor's Work shall not exceed five percent (5 PCT) on net increase of Work performed by Subcontractor.
10. Subcontractor overhead and profit markup is not allowed on their Sub-subcontractor's Work.
11. Subcontractor Cost:
    a. Quote in same manner as prescribed herein for "Contractor".
12. Bond and Insurance:
    a. Actual amount based on net increase or deduct to be paid to surety and insurance carrier.

C. Only delay impacting critical path of Work shall be considered when determining if Contractor is entitled to additional time.
    1. If proposals include a change in time, Contractor shall substantiate number of days proposed.
        a. An estimate of cost and of probable effect of delay of the Work progress and Project schedule shall be included to substantiate potential delay, including a comparison of Project Construction Schedule and schedules prepared to substantiate a change in time.
        b. Indicate in CPM format both critical and non-critical path activities affected, and show Project Construction Schedule and change sequences, durations and float.

D. Owner shall have right within its sole discretion to require Contractor to commence performance of changes to Work prior to submission by Contractor of proposal, or Owner's approval of proposal.
    1. Proceed with Work upon receipt of a Construction Change Directive from Owner, and thereafter submit to Owner and Architect as soon as possible any cost proposal required for approval.

E. Change Proposal Request signed by Contractor and Owner indicates agreement therewith, and shall be considered a Change Order.
    1. Contractor is authorized to proceed with the change after Owner approval thereof.

F. Construction Change Directive may be prepared if Contractor's proposal is not acceptable or change need be expedited to reduce or eliminate impact on project.

3.3 CONSTRUCTION CHANGE DIRECTIVES

A. Written order prepared by Architect or Owner and signed by Owner, directing a change in Work prior to agreement on adjustment, if any, in Contract Sum, Contract Time, or both.

B. Owner may by Construction Change Directive, without invalidating Contract, order changes in Work within general scope of Contract consisting of additions, deletions or other revisions, Contract Sum and Contract Time being adjusted accordingly.*

C. Construction Change Directive may be used in absence of total agreement on terms of a Change Order or Change Proposal Request.*

D. If Construction Change Directive provides for an adjustment to Contract Sum, the adjustment shall be based on one of following methods: *
    1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, *
    2. Unit prices stated in Contract Documents or subsequently agreed upon, *
    3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee,

4. or as provided in Paragraph 3.2 B and C.

E. Upon receipt of a Construction Change Directive, proceed with change in Work involved and advise Owner and Architect of Contractor's agreement or disagreement with method, if any, provided in Construction Change Directive for determining proposed adjustment in Contract Sum or Contract Time.*

F. Failure of Contractor and Owner to agree on an adjustment of Contract Sum or Contract Time shall not excuse Contractor from proceeding with prosecution and performance of Work. Contractor and Subcontractors, Sub-subcontractors and Suppliers shall administer all disputes in a manner that will permit Work to proceed on schedule while matter in dispute is being resolved.

G. Construction Change Directive signed by Contractor indicates agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or method for determining them.
   1. Such agreement shall be effective immediately and shall be recorded as a Change Order.*

H. The amount of credit allowed by Contractor to Owner for a deletion or change which results in a net decrease in Contract Sum shall be actual net cost.*
   1. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on basis of net increase, if any, with respect to that change.*

I. Present an itemized accounting together with appropriate supporting data in accordance with Paragraph 3.2 B and C.

J. When Owner and Contractor reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.*

K. For any portion of such cost that remains in dispute, Owner shall hire independent professional estimator to make determination. Resulting determination of cost shall adjust Contract Sum, subject to right of either party to disagree and assert a claim.*

L. When Owner and Contractor agree with determination made by independent professional estimator concerning the adjustments in Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.*

3.4 MINOR CHANGES IN WORK

A. Architect has authority to order minor changes in Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of Contract Documents.*

B. Such changes shall be effected by written order and shall be binding on Owner and Contractor.*

C. Following may be used as a written order to order minor change in the Work:
   1. Clarification-Interpretation (C-I) or Architect's Supplemental Instruction (ASI) issued by Architect.
   2. Response to a Request for Information by Architect.
   3. Architect's comments or direction on a Contractor's Submittal.
   4. Minor changes indicated in Architect's project visit report.

D. Contractor shall carry out such written orders promptly. *

E. If Contractor perceives direction in a written order requires adjustment to Contract Time or Contract Sum, Contractor shall not execute such direction, and shall submit a claim to Architect along with substantiation within twenty-one (21) working days of receipt of such written order.

3.5 CONTRACTOR'S PROPOSED CHANGES TO WORK

A. Architect and Owner may consider properly prepared, timely Contractor Proposed Changes (CPC) to Work, if requested by Owner or Architect, or at any time Contractor believes unforeseen conditions may require modifications to the Contract Sum or Contract time.
   1. A Contractor Proposed Change shall be properly prepared, accompanied by proposed cost, sufficient supporting data and information to permit Architect to make a reasonable determination without extensive investigation to determine if change may be considered warranted.
      a. Include a statement outlining reasons for change and effect of change on Work.
      b. Provide a complete description of proposed change.
      c. Indicate effect of proposed change on Contract Sum and the Contract Time.
      d. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
         1) Indicate separately any credit due Owner for products eliminated.
         2) If requested, furnish survey data to substantiate quantities.
      e. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      f. Include costs of labor and supervision directly attributable to change and identify separately any credit for work previously bid but would be eliminated.
      g. In event proposed change effects construction schedule, include an updated Contractor's Project Schedule indicating effect of change, including, but not limited to:
         1) Changes in activity duration.
         2) Start and finish times.
         3) Activity relationship.
         4) Use available total float before requesting an extension of Contract Time.
         5) Document use of float or proposed alternate methods to maintain original schedule or both.
   2. Contractor Proposed Change shall be submitted to Architect in such format and on such form included herein or as Architect may require.

B. Architect will take appropriate action on Contractor Proposed Changes.
   1. Architect may issue an order for a minor change in Work if it is determined that proposed change is not materially different from requirements of Contract Documents.
   2. Architect may incorporate proposed change into a change document and issue for Owner's consideration.
   3. If Architect determines that implementation of proposed change would result in a material change to Contract that may cause an adjustment in Contract Time or Contract Sum, Architect may make a recommendation to Owner who may authorize further evaluation of proposed change or may authorize issuance of such change.
   4. Architect may reject such proposed change if it will require substantial revisions to Contract Documents, building or systems or if Architect determines they are not appropriate or substantiated.

END OF SECTION

CHANGE PROPOSAL IMPACT EVALUATION

PROJECT: **New Hidalgo County Courthouse** **CPR NO.:**

HDR PROJECT NO.: **10085982**

TO OWNER:

We have reviewed and evaluated the scope of above referenced change and potential impact on Project. If the change is required or desired we recommend following in order to expedite Work and avoid or minimize delays in the Work which may affect cost of the change or impact to the schedule:

☐ Recommend Work stop in area affected by this change for _____ calendar days so change can be priced and processed. Contract Sum or Contract Time due to stopping Work will not increase.

☐ Recommend proceeding with change immediately:

1. Proposed basis of adjustment to Contract Sum or Guaranteed Maximum Price is:
   - ☐ No additional cost.
   - ☐ GMP amount will not change. Cost indicated will be taken from GMP Contingency.
   - ☐ Lump Sum (increase) (decrease) of $ _____
   - ☐ Unit Price of $ _____ per _____
   - ☐ Time & Materials, not to exceed $ _____
     (Daily time, material, and equipment documentation required for above)
   - ☐ As follows: _____
     (Method used in determining above adjustments shall be as defined in Contract Documents)
2. Contract Time is proposed to (be adjusted) (remain unchanged), by an (increase) (decrease) of _____ calendar days.

FROM: CM or CONTRACTOR: _____

BY: _____ DATE: _____

DISTRIBUTION: ☐ OWNER ☐ ARCHITECT ☐ _____

CONSTRUCTION CHANGE DIRECTIVE

TO CM / CONTRACTOR: _____

You are hereby directed to:

☐ Stop work in area affected by above referenced change until it has been processed and appropriate action taken.

☐ Proceed with above referenced change immediately.

When signed by Owner and received by CM/Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and CM/Contractor shall proceed based per above.

FROM OWNER: _____

BY: _____ DATE: _____

DISTRIBUTION: ☐ CONTRACTOR ☐ ARCHITECT ☐ _____

CONTRACTOR'S COST SUMMARY

PROJECT: New **New Hidalgo County Courthouse** **CHANGE DOCUMENT:**

PROJECT NO.: 10085982
CONTRACTOR: **DATE:**
SUBCONTRACTOR: **DATE:**

This form, itemized accountings and appropriate supporting data must be attached to any change documents or claim.

(Only fill in applicable line items)

1.	Labor * (including benefits)	$		(Attach Cost Summaries and breakdowns)
2.	Materials and Products *	$		(Attach Cost Summaries and breakdowns)
3.	(Subtotal of lines 1 and 2)		$	
4.	Overhead and Profit (15 PCT of line 3)		$	
5.	Premium Time on Contract Work		$	
6.	Major Construction Equipment Rental *		$	(Shall not exceed A.E.D. Schedules)
7.	Subcontractor's name and cost: (Attach Cost Summaries and breakdowns)			Work Category:
a		$		
b		$		
c		$		
d		$		
e		$		
f		$		
g		$		
h		$		
i		$		
j		$		
k		$		
l		$		
m		$		
n		$		
o		$		
p		$		
q		$		
8.	Total Subcontractor cost (total of lines 7a through 7q)		$	
9.	Contractor's O & P on Sub's. Work (5 PCT of line 8)		$	
10.	(Subtotal of lines 3, 4, 5, 6, 8 and 9)			$
11.	Bond ____% and Insurance ____% (if required) = ____% of line 10			$

12. **TOTAL PROPOSED COST ADJUSTMENT** (total of lines 10 and 11): **$**

13 **PROPOSED CONTRACT TIME ADJUSTMENT** : _____ ☐ADD ☐DEDUCT (calendar days)
(Provide supportive data substantiating claim for additional days in accordance with Contract Documents)

* Attach complete breakdown of itemized accounting and supporting data, sufficient to permit evaluation.

CONTRACTOR PROPOSED CHANGE

PROJECT: New Hidalgo County Courthouse

HDR PROJECT NUMBER: 10085982

TO: **HDR Architecture, Inc.**

REASON FOR PROPOSAL:

- ☐ Design to comply with building code requirements
- ☐ Product / material unavailable to meet Project schedule
- ☐ No qualified installer for specified item
- ☐ Supplier refuses to warrant product or installation
- ☐ Project cost cutting / cost reduction
- ☐ Supplier, Subcontractor or Contractor convenience
- ☐ Value Engineering (may be used for "Value Engineering Change Proposal" govern by Federal Acquisition Regulations)
- ☐ Other:
- ☐ Product not available
- ☐ Reduce Project construction time
- ☐ Unanticipated / existing condition
- ☐ Specified product / system unsuitable for application
- ☐ Owner suggested or requested
- ☐ Constructability issue

Explanation in Detail: ☐ See attached: _____

REASON FOR NOT GIVING PRIORITY TO SPECIFIED METHOD, ITEMS OR SYSTEM: ☐ See attached:

REFERENCES:

Specification Section number: _____ Article(s)/paragraph(s): _____

Drawings / Sections / Details: _____

DESCRIPTION OF PROPOSAL:

SUPPORTING DATA:

Attach description, specifications, drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation.

Sample is attached:	Yes ☐	No ☐
Sample will be sent if requested:	Yes ☐	No ☐
Maintenance Service Available:	Yes ☐	No ☐

If yes, location:

Spare Parts Source:

PRODUCT / SYSTEM COMPARISON:

Provide a one-to-one comparison of proposed item with ALL specified attributes and qualities of specified item(s)

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Manufacturer:		
Name, brand:		
Catalog No.:		
Unit Cost:		
Attributes /		
Qualities /		
Variations /		
Warranty /		
etc:		

REFERENCES:

LIST MINIMUM OF THREE PREVIOUS INSTALLATIONS, WHICH PROPOSED METHOD / SYSTEM / PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

Project: _____
Address: _____
Architect (name and phone): _____
Owner (name and phone): _____
General Contractor: _____
Date Installed: _____
Dollar Value this Work: $ _____

EFFECT OF PROPOSAL:

Effects on other parts of Work:	No ☐	Yes ☐	(If yes, explain below)
Proposal requires dimensional revision or redesign of structure or other service connectivity electrical Work:	No ☐	Yes ☐	(If yes, explain below)
Same warranty provided as specified item:	No ☐	Yes ☐	(If yes, explain below)
Explanation:			

Cost difference:	$ _____	(increase / decrease)
Total Contract Sum implications of proposal on Project:	$ _____	(increase / decrease)
Total Contract Time implications:	_____	(increase / decrease) calendar days.

STATEMENT OF CONFORMANCE OF PROPOSAL TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor, Contractor, (CM) in making substitution request or in using an approved substitution represent:

- ☐ Has personally investigated the proposal and determined it is equal or superior in all respects to specified product, system or method and will perform intended function, except as stated above.
- ☐ Has same quality and life-cycle cost as design in the Contract Documents, except as stated above.
- ☐ Is in full compliance with applicable code requirements.
- ☐ Will provide same warranty for substitute item as for product, system or method specified.
- ☐ Will coordinate installation of proposal into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- ☐ Waive all claims for additional costs or time extensions related to proposal that subsequently become apparent or are caused by proposal.
- ☐ If a finish product, color wise and pattern wise complies with base specified items.
- ☐ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
- ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by proposal.
- ☐ Will pay additional costs to other contractors caused by proposal.
- ☐ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- ☐ Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF PROPOSAL:

Requested by (firm):			
Acknowledged by (print & sign):		Date:	
Position:		Phone	
Subcontractor:			
Acknowledged by (print & sign):		Date:	
Position:		Phone	
Contractor:			
Acknowledged by (print & sign):		Date:	
Position:		Phone	

CONSTRUCTION MANAGER'S ACKNOWLEDGMENT AND RECOMMENDATION:

- ☐ Recommend approval for following reasons:
- ☐ Do not recommend approval for following reasons:
- ☐ Returned to requester - Need more information:

Comments: _____

_____

_____

Construction Manager: _____

Acknowledged by (print & sign): _____ Date: _____

Position:

Distribution: ☐ Architect ☐ file

ARCHITECT'S ACTION / RECOMMENDATION:

- ☐ Recommend Owner's approval.
- ☐ Submitted to Owner for authorization for Architect's as Change in Service to further evaluate and make recommendation.
- ☐ Submitted to Owner for authorization for Architect's as Change in Service to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- ☐ Do not recommend (see comments below).
- ☐ Rejected:
  - ☐ Acceptance will require substantial revision of Contract Documents, building or systems.
  - ☐ Request does not indicate specific item, system or method which is being proposed.
  - ☐ Requested for manufacturer acceptance only.
  - ☐ Request form is not properly executed and signed.
  - ☐ Subcontractor or supplier requested directly.
  - ☐ Insufficient information submitted.
  - ☐ Does not comply color, pattern or appearance with base specified items.
  - ☐ Insufficient information submitted to evaluate.
  - ☐ Does not appear to comply with requirements of specifications for base specified product.
  - ☐ Other:
- ☐ Additional information needed - Returned to CM/Contractor for providing following:

Comments: _____

_____

_____

Architect: _____

By (print & sign): _____ Date: _____

Position: _____

Distribution: ☐ Owner ☐ CM/Contractor ☐ file

OWNER ACTION:

- ☐ Reject - Do not want to consider.
- ☐ Product substitution approved - Contractor may proceed with request as a submitted.
- ☐ Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, and adjust Contract Sum and/or Contract time.
- ☐ Architect authorized as Change in Services to further evaluate and make recommendation.
- ☐ Architect authorized as Change in Services to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- ☐ Additional information needed - Returned for providing following:

Comments: _____

_____

_____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: ☐ Architect ☐ CM/Contractor

ARCHITECT FURTHER ACTION / RECOMMENDATION (if needed):

- ☐ Incorporating into change document as directed by Owner. Change document _____ will be used.
- ☐ Recommend Owner's approval.
- ☐ Submitted to Owner for authorization for Architect's as Change in Service to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- ☐ Do not recommend (see comments below).
- ☐ Rejected:
  - ☐ Acceptance will require substantial revision of Contract Documents, building or systems.
  - ☐ Request does not indicate specific item, system or method which is being proposed.
  - ☐ Requested for manufacturer acceptance only.
  - ☐ Request form is not properly executed and signed.
  - ☐ Subcontractor or supplier requested directly.
  - ☐ Insufficient information submitted.
  - ☐ Does not comply color, pattern or appearance with base specified items.
  - ☐ Insufficient information submitted to evaluate.
  - ☐ Does not appear to comply with requirements of specifications for base specified product.
  - ☐ Other:
- ☐ Additional information needed - Returned to CM/Contractor for providing following:
- ☐ Recommend Owner's approval.
- ☐ Do not recommend.

Comments: _____

Architect: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: ☐ Owner ☐ CM/Contractor ☐ file

OWNER FURTHER ACTION (if needed):

- ☐ Reject - Do not want to consider.
- ☐ Product substitution approved - Contractor may proceed with request as a submitted.
- ☐ Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, and adjust Contract Sum and/or Contract time.
  Architect authorized as Change in Services to revised Contract Documents to incorporate proposal, and issue change document to the contractor for submitting a complete cost proposal for Owner's consideration.
- ☐ Additional information needed - Returned for providing following:

Comments: _____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: ☐ Architect ☐ CM/Contractor ☐ file

END OF FORMS

SECTION 01 25 13
SUBSTITUTION PROCEDURES AFTER EXECUTION OF CONTRACT

PART 1 - GENERAL

1.1 DEFINITION

A. Products proposed by Contractor that do not meet requirements of Contract Documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitution.

B. No substitutions will be considered:
   1. In case of non-availability of materials contact Architect for review and action.

1.2 SUBSTITUTION AFTER EXECUTION OF CONTRACT

A. All costs including Architect cost will be responsibility of Contractor for substitutions or revisions made necessary by acts or omissions of Contractor, requested due to product submittal or product not being ordered in a timely manner, requested due to ease of installation progress or Work, or requests which are in interest of or for convenience of supplier, subcontractor or Contractor.

1.3 SUBSTITUTION REQUESTS

A. Only written requests with complete data for evaluation will be considered.
   1. Submit evaluation data with attached form to Architect.
   2. Submit in timely manner to allow Architect adequate time for evaluating, making recommendation, and for Owner approval.

B. Supplier, Subcontractor and Contractor in making substitution request, or in using an approved substitution, represent:
   1. has personally investigated proposed product, system or method, and has determined that it is equal or superior in all respects to that specified, and that it will perform intended function;
   2. is in full compliance with applicable code;
   3. will provide same warranty for substitute item as for product, system or method specified;
   4. if a finish product, complies color wise and pattern wise with base specified items;
   5. will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects;
   6. certifies cost data presented is complete and includes all related costs, excluding Architect's review and redesign cost;
   7. waive all claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution;
   8. will pay additional costs to other trades, subcontractors or contracts caused by substitution;
   9. will pay all Architect's review and redesign cost, special inspections, and other costs caused by substitutions or revisions made necessary by the acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manner, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor;
   10. responsibility of Contractor for substitutions or revisions made necessary by the acts or omissions of Contractor, requested due to product submittal or product not being ordered in a timely manor, requested to ease construction progress or Work, or which are in interest of or requests for convenience of supplier, subcontractor or Contractor;
   11. acknowledge acceptance of these provisions.

C. Contractor sign Substitution Request in space provided on form acknowledging acceptance of terms.

1.4 SUBSTITUTION DATA

A. Submit complete data substantiating compliance of proposed substitution with Contract Documents.

B. For products and systems:
   1. Product identification, including manufacturer's name.
   2. Manufacturer's literature, marked to indicate specific model, type, size, and options to be considered:
      a. Product description.
      b. Performance and test data.
      c. Reference standards.
      d. Difference in power demand, connectivity, etc.
      e. Dimensional differences from specified unit.
      f. Finishes difference if specified finish is discontinued.
   3. Samples:
      a. Architect reserves right to request and retain sample until physical units are installed on project for comparison purposes.
      b. Samples shall be available in the Dallas/Fort Worth metroplex for testing by Architect and in Hidalgo County for the Owner's review.
      c. Full size product samples should display the equivalent feature(s) and type of finish(es) for each item specified but are not required to match in color.
      d. Requester pay all costs of furnishing and return of samples.
      e. Owner and Architect are not responsible for loss of or damage to samples.
   4. Name and address of at least three similar projects that proposed product has been in use for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss; product, installation, and field performance data.

C. For construction methods:
   1. Detailed description of proposed system or method.
   2. Illustrate with drawings.

D. Itemized comparison of proposed substitute to specified item; indicate variations.

E. Warranty comparison with specified product or system.

F. Effect and changes required on other trades, subcontractors or contracts.

G. Data relating to any change in contract time.

H. Complete breakdown of costs, of proposed substitution that shall include additional costs or saving generated by proposed substitution and shall indicate amount, if any, to be deducted from Contract Sum if proposed substitution is accepted.

I. Include life cycle cost savings by product, system or assembly proposed, if applicable.

J. Availability of maintenance and repair services, and sources of repair or replacement items.

1.5 APPROVAL OF SUBSTITUTION REQUEST

A. For substitutions which have no cost or time impacts, no verbal or written approvals other than by Owner's signed approval on attached Substitution Request form.

B. For substitutions which have cost or time impacts, no verbal or written approvals other than by Owner's signed approval of a Change Order.

1.6 REJECTION OF SUBSTITUTION REQUEST

A. Substitution may not be considered if:
   1. Submitted after stipulated time period.
   2. Not submitted in accord with this section.
   3. Acceptance will require substantial revision of Contract Documents, building or systems.

4. Substitution request does not indicate specific item for which request is submitted.
5. Substitution Request form is not properly executed and signed.
6. Substitution request for manufacturer acceptance only.
7. Subcontractor or supplier requested directly.
8. Insufficient information submitted.
9. Substitution color, pattern or appearance does not comply with base specified item.
10. Substitution does not appear to comply with requirements of specifications for base product.
11. Owner or Architect does not want to consider.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

END OF SECTION

SUBSTITUTION REQUEST

PROJECT: New Hidalgo County Courthouse

PROJECT NUMBER: 10085982 REQUEST NO.:

TO: Office of the Architect:

HDR Architecture, Inc.
8750 N. Central Expressway, Suite 100
Dallas, TX 75231
Attention: John Niesen

If no physical samples are included, email request with all documentation to be considered to john.niesen@hdrinc.com.

SPECIFIED PRODUCT:

Substitution request for Item Tag:

Item Description:

REASON FOR SUBSTITUTION: Non-availability due to:

- ☐ Strike
- ☐ Lockout
- ☐ Bankruptcy
- ☐ Discontinuation of Production
- ☐ Proven Shortage (Explain)
- ☐ Similar Occurrence (Explain)
- ☐ Fails to comply with building code requirements
- ☐ Unavailable to meet Project schedule
- ☐ No qualified installer for specified item
- ☐ Supplier refuses to warrant item or installation
- ☐ Supplier, Subcontractor or Contractor convenience
- ☐ Other:
- ☐ Not available
- ☐ Reduce Project contract time
- ☐ Project cost savings
- ☐ Unsuitable for application
- ☐ Constructability issue

Explanation in Detail: ☐ See attached:

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS: ☐ See attached:

SUPPORTING DATA:

Attach product description, Specifications, Drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation of the proposed substitution in accord with requirements of Section 01 25 13.

Sample is attached: Yes ☐ No ☐

Sample will be sent if requested: Yes ☐ No ☐

Maintenance Service Available: Yes ☐ No ☐

If yes, location: _____

Spare Parts Source: _____

PRODUCT / SYSTEM COMPARISON:

Provide a one-to-one comparison of proposed substitution with ALL specified attributes and qualities of specified item(s)

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Manufacturer:		
Name, brand:		
Catalog No.:		
Unit Cost:		
Attributes /		
Qualities /		
Variations /		
Warranty /		
etc:		

REFERENCES:

LIST MINIMUM OF THREE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____

Address: _____

Architect (name & phone): _____

Owner (name & phone): _____

Contractor: _____

Date Installed: _____

Dollar Value this Work: $ _____

Project: _____

Address: _____

Architect (name & phone): _____

Owner (name & phone): _____

Contractor: _____

Date Installed: _____

Dollar Value this Work: $ _____

Project: _____

Address: _____

Architect (name & phone): _____

Owner (name & phone): _____

Contractor: _____

Date Installed: _____

Dollar Value this Work: $ _____

Project: _____

Address: _____

Architect (name & phone): _____

Owner (name & phone): _____

Contractor: _____

Date Installed: _____

Dollar Value this Work: $ _____

EFFECT OF SUBSTITUTION:

Substitution affects other parts of Work:	No ☐	Yes ☐	(If yes, explain below)
Substitution requires dimensional revision or redesign of structure, mechanical, electrical or connectivity Work:	No ☐	Yes ☐	(If yes, explain below)
Same warrantee provided as specified base product:	No ☐	Yes ☐	(If no, explain below)

Explanation: _____

_____

_____

Cost difference:	$	_____	(add / deduct).
Total cost implications of substitution on Project:	$	_____	(add / deduct).
Total time implications:	$	_____	(add / deduct) calendar days.

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☐ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.
- ☐ Is in full compliance with applicable code requirements.
- ☐ Will provide same warranty for substitute item as for product, system or method specified.
- ☐ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- ☐ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.
- ☐ If a finish product, color, pattern and appearance complies with base specified items.
- ☐ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
- ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.
- ☐ Will pay additional costs to other contractors caused by substitution.
- ☐ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- ☐ Acknowledge acceptance of these provisions.

List of Attachments: _____

_____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Requested by (firm): _____

Acknowledged by (print): _____ Date: _____

Position: _____ Phone _____

Signature _____

ARCHITECT'S ACTION / RECOMMENDATION:

- ☐ Recommend Owner's approval.
- ☐ Submitted to Owner for authorization for Architect's as Change in service to further evaluate and make recommendation.
- ☐ Do not recommend (see comments below).
- ☐ Rejected:
  - ☐ Submitted after stipulated time period.
  - ☐ Not submitted in accordance with Section 01 25 13.
  - ☐ Acceptance will require substantial revision of Contract Documents, building or systems.
  - ☐ Request does not indicate specific item which is being requested.
  - ☐ Requested for manufacturer acceptance only.
  - ☐ Request form is not properly executed and signed.
  - ☐ Subcontractor or supplier requested directly.
  - ☐ Insufficient information submitted.
  - ☐ Does not comply color, pattern or appearance wise with base specified items.
  - ☐ Insufficient information submitted to evaluate.
  - ☐ Does not appear to comply with requirements of specifications for base product.
  - ☐ Other:
- ☐ Additional information needed - Returned to CM/Contractor for providing following:

Comments: _____

_____

_____

_____

_____

_____

Architect: _____

By (print & sign): _____ Date: _____

Position: _____

Distribution: ☐Owner ☐CM/Contractor ☐file

OWNER ACTION:

- ☐ Reject - Do not want to consider.
- ☐ Approved - Contractor may proceed with request as submitted.
- ☐ Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, adjust Contract Sum and/or Project time.
- ☐ Architect authorized as Change in Services to further evaluate and make recommendation.
- ☐ Additional information needed - Returned for providing following:

Comments: _____

_____

_____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: ☐ Architect ☐ CM/Contractor

ARCHITECT FURTHER ACTION / RECOMMENDATION (if needed):

- ☐ Incorporating into change document _____ as directed by Owner.
- ☐ Recommend Owner's approval.
- ☐ Do not recommend.

Comments: _____

_____

_____

_____

Architect: _____

By: (print & sign) _____ Date: _____

Position:

Distribution: ☐ Owner ☐ CM/Contractor ☐ file

OWNER FURTHER ACTION (if needed):

- ☐ Reject - Do not want to consider.
- ☐ Approved - Contractor may proceed with request as submitted.
- ☐ Approved – Architect directed as Change in Services to issue change document to incorporate substitution into contract Documents, adjust Contract Sum and/or Project time.
- ☐ Additional information needed - Returned for providing following:

Comments: _____

_____

Owner: _____

By: (print & sign) _____ Date: _____

Position: _____

Distribution: ☐ Architect ☐ CM/Contractor ☐ file

END OF SUBSTITUTION REQUEST

SECTION 01 26 13
REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

A. Section specifies administrative and procedural requirements for handling and processing Requests for Information (RFI).

B. RFI is intended for requesting clarifications and interpretations of Contract Documents due to inconsistencies, errors or omissions in Contract Documents, and unanticipated existing conditions.

C. RFI is not intended for general communication, requesting substitutions, Contractor's proposed changes, resolution of nonconforming work, and coordination between contractors or for general questions not related to Contract Documents.

D. RFI process is a cooperative enterprise between Architect and Contractor to expedite RFI response and maintain progress of Work.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 REQUESTS FOR INFORMATION

A. Review of Contract Documents and Field Conditions:
   1. Contract Documents are complementary. Before starting each portion of Work, Contractor shall carefully study and compare various Drawings, Specifications and other Contract Documents, coordination drawings, shop drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by Owner.
   2. Contractor and Subcontractors shall evaluate and take field measurements of conditions related to that portion of Work and shall observe any conditions at site affecting it.
   3. These obligations are for purpose of facilitating coordination and construction by Contractor and are not for purpose of discovering errors, omissions, or inconsistencies in Contract Documents.
   4. Contractor and subcontractors acknowledge that all documents pertaining to Work has been examined, have examined character of site and any existing conditions, and are satisfied with nature of Work, and other matters which can affect Work.
   5. In event of inconsistency between portions of Contract Documents or within Contract Documents; provide better quality or greater quantity of Work, and comply with more stringent requirement, either or both in accordance with Architect's interpretation.
   6. Report errors, inconsistencies or omissions discovered in Contract Documents promptly to Architect as a properly prepared and timely RFI.
   7. Contractor and Subcontractors are not required to ascertain Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to Contractor as a RFI.
   8. On condition that Contractor or Subcontractor fail to give such notice, and knowingly proceeds with Work affected by errors or omissions in Contract Documents, Contractor shall correct any such errors, inconsistencies, or omissions at no additional cost.
   9. Prior to bid, Contractor shall review existing facilities related to this contract and shall be familiar with utility requirements and construction.
      a. New facility documents may be available through Owner or Architect for review.

b. Perform preliminary investigations as required to ascertain extent of Work.
c. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.

B. Contractor's and Subcontractor's Responsibilities:
1. Process request through Contractor when interpretation, clarification or explanation of portion of Construction Documents is needed by Contractor, Subcontractor, Vendor or Supplier.
a. Review request for completeness, quality, proper referencing to drawing or specification section and reason submitted.
b. In event request is not acceptable return to submitter with comments regarding reason for being returned.
c. Make every attempt to validate, resolve or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
d. Respond to RFI accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
e. If request is unclear, rewrite and state in clear, concise, correct, complete and easily understood manner.
1) Include additional information if necessary, and submit to Architect for response.
2. Submit request for interpretation, clarification or explanation of Contract Documents to Architect through Contractor.
a. List specific Contract Documents researched when seeking information being requested.
b. Reference applicable Contract Drawings by sheet number, section, detail, room number, door number, etc., Specifications by section and paragraph number, and reference other relevant documents.
c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
d. Clearly state request and provide Contract Document references and any additional information needed so request can be fully understood, including sketches, photos or other reference material.
e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response.
1) In event a reasonable solution cannot be suggested, a statement to that effect should be so stated.
f. Indicate reason request is being submitted.
g. Clearly indicate critical RFI's requiring a rapid response with an explanation as to why RFI is critical.
h. Indicate priority for responses when multiple RFI's are submitted within short period of time.
3. Distribute copies of responses to RFI's to all parties affected.
4. Response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.
5. In event response to RFI is determined incomplete, resubmit with explanation for unacceptability of response and necessary additional information within five (5) days of receipt to RFI response.
6. On condition Contractor determines or believes additional cost or time is involved due to clarifications, interpretations or instructions issued by Architect in response to a RFI, resubmit RFI within five (5) days of receipt of response with reason and alternate solution or suggestion for performing work at no additional cost.
a. In event no other solution is possible or desirable, submit Claim in accordance with Contract Documents within twenty-one (21) days of receipt of response to RFI.

C. RFI Submittal Process:
1. Process and submit RFI's to Architect by Contractor utilizing web based application, Newforma Contract Management System.

a. A unique user name and password will be assigned to Contractor for access to system, project data and submittal of RFI's.
b. Employ systems RFI module to submit RFIs by Contractor.
c. Insert entire question or requested information in "Question" portion of system.
d. Electronic file of sketches, photos or other pertinent information may be uploaded with a RFI request in system to clarify request.
e. Submittal automatically receives current date stamp upon submittal of RFI in system.
f. To protect submitted data from being altered, "Question" portion of screen and submitted date cannot be changed once RFI has been submitted.
g. System will assign a unique RFI number in sequential order (1, 2, 3, 4, etc.).
h. In event previously submitted RFI request requires revision to provide additional information, initiate a new RFI.
1) New RFI shall be renumbered with previous submitted RFI succeeded by ".1 " to indicate revision one of RFI (i.e.: RFI No. 34.1 for revision 1 to RFI No. 34).

2. Architect will respond to RFI's utilizing Newforma Contract Management System.
a. Architect may upload electronic files with RFI response in system to help clarify response.
b. Upon response to RFI by Architect, the current date will be automatically entered into system.
c. To protect responding data from being altered, "Answer" portion of screen and submitted date cannot be changed once RFI has been addressed.
3. After receipt of RFI response, the system can be accessed for RFI response, attachments and printing.
4. Status of RFI's submitted and data regarding RFI's may be viewed or printed from system.
5. RFIs and a variety of different RFI summaries, and filtered reports may be generated, viewed, or printed from system.

D. Architect's Response to Request for Information (RFI):
1. Clarifications, interpretations and decisions of Architect in response to RFI will be consistent with intent of and reasonably inferable from Contract Documents, in writing, and may be provided in form of drawings and other attachments, or both.
2. When making such interpretations and decisions, Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
3. Architect's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.
4. Architect will not undertake to settle differences between Contractor, Subcontractors, trades suppliers, fabricator or manufacturer, or act as arbiter as to which Subcontractor, trade, supplier or manufacturer is to furnish or install various items indicated or required.
5. Architect shall provide responses to RFI's with reasonable promptness, but will endeavor to respond within fourteen (14) days from date of receipt.
a. If multiple RFI's are submitted on same day or within a five (5) day period, review time may be extended by mutual agreement of parties.
b. Architect will provide a written response to RFI if Architect believes response only involves an interpretation, clarification, supplemental information or orders a minor change in Work not involving an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents, and shall be binding.
c. If Architect believes response may result in a change to Contract Sum or Contract Time, response will indicate that a change document will be issued for the response, and appropriate change document will be issued indicating changes to Contract Documents.
d. Architect will provide any additional or supplemental drawings, specifications or other information as Architect may deem necessary to facilitate response.
6. Architect may return RFI without response for following reasons:
a. Is considered a "Contractor Proposed Change".
b. Response is consistent with the intent of the Contract Drawings.

c. Request is unclear or incomplete.
d. Is due to Contractor's lack of adequate coordination.
e. Is related to construction means, methods or techniques.
f. Response is required by another party.
g. Is considered a "Substitution Request."

E. If requested information is available from careful study and comparison of Contract Documents, field conditions, other Owner-provided information, coordination drawings, or prior Project correspondence or documentation, Architect may invoice Owner as a change in services for costs involved in Architect's review, analysis, responding and processing of such RFI.
   1. Contractor shall reimburse Owner for such costs.

F. Contractor and Subcontractors may anticipate receiving fifty (50) clarifications, interpretations, orders for Minor Changes in Work or responses to valid requests for interpretations or clarifications of Contract Documents.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1 GENERAL

A. Due to the current COVID-19 pandemic, physical attendance at meetings is subject to parameters specified in any governmental Orders applicable at the time. During the project if virtual meetings are to occur it will be the responsibility of the Successful Bidder to arrange for and schedule such meetings.

1.2 PREBID CONFERENCE

A. See ADDITIONAL INFORMATION section of the wording that proceeds EXHIBIT A.

1.3 PREPROJECT CONFERENCE

A. The Architect will schedule and hold preproject conference shortly after contract award.

B. Attendance Required:
   1. Owner:
      a. Project Representative.
      b. Director of Facilities.
      c. Commissioning Agent.
   2. Architect.
   3. Contractor:
      a. Home office representative.
      b. Field/Installation Project Manager.
   4. Building contractor representative.

C. Contractor must be prepared to discuss the following items:
   1. List of subcontractors.
   2. Tentative Project schedule.
      a. Start and completion dates.
      b. Critical work sequence.
   3. Status of Contract, bonds, and insurance.
      a. Accepted alternates.
   4. Procedures.
   5. Designation of responsible personnel.
   6. Processing of field decisions and change orders.
   7. Submittal process.
   8. Procedures for maintaining record documents.
   9. Submission and processing of Applications for Payment and associated requirements.
   10. Coordination with building construction.
   11. Commissioning goals.

D. Contractor to conduct a meeting with subcontractors after preconstruction conference to discuss procedures.

1.4 CONTRACTOR MEETINGS

A. Conduct weekly progress, coordination and scheduling meetings with subcontractors.

1.5 PROGRESS MEETINGS

A. Contractor to schedule meetings on time, day and place to be determined.
   1. Generally, meetings will be held monthly or as required by progress of the Work and scheduled to coincide with Architect's regular scheduled site visits.
   2. Meetings to be held at job site or as arranged.

3. Contractor administer meetings and record minutes.
4. Distribute minutes to meeting attendees within 7 days of meeting.

B. Attendance Required:
1. Owner's Representative.
2. Architect's Representative.
3. Contractor:
   a. Home office representative.
   b. Field/Installation Project Manager.
4. Building Contractor Representative.

C. Agenda:
1. Review, approve minutes of previous meeting.
2. Review work progress since last meeting.
3. Planned progress during next work period.
4. Review project schedule
5. Coordination with building construction.
6. Identify concerns which impede planned progress.
7. Note field observations, questions, and decisions.
8. Review submittal schedules.
9. Review RFIs.
10. Review Owner/Contractor coordination items.
11. Review status of changes.

1.6 PREINSTALLATION CONFERENCE

A. Contractor administer meeting and record minutes.
1. Convene affected parties for coordination where required by Contract Documents.
2. Conduct meetings prior to installation of the Work.
3. Meetings to be held at job site or as arranged.
4. Distribute minutes to meeting attendees within 7 days of meeting.

B. Attendance Required:
1. Owner's Representative.
2. Director of Facilities.
3. Architect's Representative.
4. Commissioning Agent.
5. Contractor:
   a. Field/Installation Project Manager.
   b. Fabricator or Supplier.
   c. Others whose work may affect or be affected by installation.

6. Building Contractor Representative.

C. Agenda:
1. Review or inspect existing conditions.
2. Review submittals.
3. Review building construction schedule, compare with installation schedule of this project's Work, and identify concerns.
4. Review Owner/Contractor coordination items.
5. Discuss mobilization, delivery and work sequencing.
6. Use of premises:
   a. Office, work and storage areas
   b. Owner's requirements
      1) Safety and first-aid procedures
      2) Security procedures
   c. Hours available for installation
   d. Acceptable location, process and path for deliveries
7. Note field observations, questions, and decisions.
8. Discuss Commissioning requirements.

9. Procedures of maintaining record documents.
10. Review proposed recycling/trash removal procedure and process for cleaning up at end of day.

END OF SECTION

SECTION 01 31 26
NEWFORMA CONTRACT MANAGEMENT SYSTEM REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Newforma Contract Management System (Newforma) will be utilized on this Project for collaboration and certain administrative functions.

1.2 CONTRACT MANAGEMENT COLLABORATION SYSTEM

A. Newforma Contract Management System is a web-based application furnished by Architect at no cost to Owner and Contractor.

B. Contractor will have access to projects and modules for which they have permissions.

C. Architect will manage and administer Newforma Contract Management System.

D. Enables project team to review status of documents and generates a variety of reports which can be filtered by different criteria.

E. Allows uploading, viewing and printing of multiple documents and attachments in most modules.

F. Certain documents will be distributed by Architect by means of Newforma.

G. Newforma Help Guide is available from application.

1.3 HARDWARE REQUIREMENTS

A. Computer with high-speed internet connection.

1.4 SOFTWARE REQUIREMENTS

A. Web Browser:
   1. Microsoft Internet Explorer v11 or newer.
      a. Silverlight plug-in required for files larger than 2 GB.
   2. Google Chrome and Mozilla Firefox
      a. Limited file sizes.
      b. Some known display abnormalities
      c. Unsupported by HDR

B. Adobe Acrobat or Bluebeam PDF to view reports and PDF documents generated by Newforma.

C. Additional applications: MS Word, MS Excel, imaging software to open DOC, XLS, TIFF and JPEG attachments.

D. Email application and service.

1.5 ACCESSING HDR NEWFORMA COLLABORATION SYSTEM

A. HDR will assign each required external user a temporary password to access Newforma Contract Management System.
   1. User will be directed to change temporary password.

B. Access Newforma from a web browser at https;//Newforma.hdrinc.com/userweb

C. External user logging in to Newforma Info Exchange:
   1. Newforma will prompt to login with Username and Password.
   2. Password is case sensitive.

PART 2 - (NOT USED)

PART 3 - EXECUTION

3.1 MODULES / FUNCTIONS

A. Verify with HDR's project Construction Contract Administrator which Newforma modules will be made available to Contractor and the document nomenclature which will be used.

B. Contractor will utilize following Newforma modules:
   1. Submittals:
      a. Samples and Project Information that requires professional seals and signatures shall not be submitted electronically.
      b. Other Submittals - Contractor to submit electronically:
         1) Submit as PDF documents.
         2) Recommended file creation: 200 DPI minimum, 400 DPI maximum Scan text in text mode. Scan images with text in text/photo mode.
         3) Include executed HDR Submittal Transmittal form with submittal.
         4) Name PDF file same as Submittal Number. i.e.: 063420-1A.pdf
         5) Do not submit file in Adobe PDF/A mode.
         6) Transmitting submittal files with Newforma Contract Management System:
            a) Select assigned project for submittal transmittal.
            b) Select Submittal tab to open Send Submittal screen
            c) Enter information in fields regarding submittal.
               (1) Sender ID: will be assigned by HDR
               (2) Subject: Include the Section Title
               (3) To: Designated project submittal processor
               (4) CC: Other designated personnel
            d) Select specification Section in the pull down menu.
            e) Add Remarks as needed to differentiate submittal from similar submittals.
            f) Attach PDF documents and other electronic files.
            g) No further action is required by the contractor until they received notice that the reviews are complete.
      c. When submittals have been reviewed and posted, they will appear in the Response or Closed column of the submittal log.
      d. Contractor will have access to Newforma to download electronic submittal image file for their further processing.
      e. See Section 01 33 00 - Submittal Processing for additional requirements.
   2. Communication:
      a. Contractor will have access to Newforma for communication.
   3. Request for Information (RFI):
      a. Contractor shall create new RFI's in Newforma for requesting information from Architect.
      b. Architect will access requested information and any attachments.
      c. Contractor will access Newforma to view response and any attachments.
      d. See Section 01 26 13 - Requests for Information for additional information.
   4. Proposal Requests (PR):
      a. Architect will notify Contractor by email when document has been issued and posted to Newforma.
      b. Contractor will access Newforma to download electronic documents for further processing.
      c. See Section 01 26 00 – Contract Modification Procedures for additional information on processing changes.
   5. Supplemental Instructions (SI):
      a. Architect will notify Contractor by email when document have been issued and posted to Newforma.

b. Contractor will access Newforma to download electronic documents for further processing.
c. See Section 01 26 00 – Contract Modification Procedures for additional information on processing changes.

6. Construction Change Directives (CCD):
   a. Architect shall notify Contractor by email when document has been issued and posted to Newforma.
   b. See Section 01 26 00 – Contract Modification Procedures for additional information on processing changes.
7. Change Order Proposal:
   a. Architect will notify Contractor by email when document has been issued and posted to Newforma.
   b. Contractor will access Newforma to download electronic documents for further processing.

END OF SECTION

SECTION 01 32 16
PROJECT SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Includes:
   1. Upon award of the Contract, Contractor shall prepare and submit a Contractor's project schedule for the Work for the Owner's and Architect's information.
      a. Submit in expeditious manner.
      b. Schedule shall not exceed time limits current under Contract Documents, shall be revised at appropriate intervals as required by conditions of the Work and Project, shall be related to entire Project to extent required by Contract Documents, and shall provide for expeditious and practicable execution of Work.
   2. Coordinate Subcontractors' schedules for entire Project:
      a. Secure time commitments for performing critical elements of Work from parties involved.
      b. Coordinate each element on the schedule with other project activities; include minor elements involved in sequence of Work.
      c. Show each activity in proper sequence.
      d. Indicate graphically the sequences necessary for completion of related portions of Work.
      e. Resolve conflicts among schedules of Subcontractors.
      f. Revise as required by conditions and progress of Work.
      g. Furnish copy of schedules for entire Project to each Subcontractor.
   3. Schedule of Work must be based on coordination with Owner and building contractor.
   4. Preliminary Project Schedule shall be based on project schedule included with this Bid package.
   5. Contractor shall perform Work in general accordance with most recent schedules submitted to Owner and Architect.

1.2 SUBMITTALS

A. Project Information:
   1. Preliminary Project Schedule:
      a. Submit to Owner and Architect prior to date set for Preconstruction Conference and prior to start of Work.
   2. Project Schedules:
      a. Provide to Owner and Architect within 30 days of start of Work.
   3. Updated Project Schedules:
      a. Provide to Owner and Architect quarterly.
      b. Provide if completion date is revised or sequence of Work is revised.

1.3 MILESTONES

A. A Milestone schedule has been included with this Bid package as the basis of delivery of this Work. The schedule is based upon delivery dates of the building construction, installation of this Work, and subsequent Owner installation of IT services then occupancy.

B. A "Milestone" is defined as a scheduled event representing the start of end of a series of activities or an accomplishment or event in the course of the project. The date of the Milestone is a significant point in time, is relied upon by other parties for their coordination efforts, and is contractually binding on the Contractor.

C. If Milestone dates are delayed through no fault of the Contractor, subsequent milestones shall be adjusted upon application to the Owner for a time adjustment. Upon Owner approval of such

time adjustment, no increase in contract price shall be expected unless such delay can be proven to cause undue financial hardship to the Contractor that would not have occurred if such delay had not occurred.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.1 FORM OF SCHEDULES

A. Horizontal Bar Chart:
   1. Indicate each bar with start and completion date of each item, its total percent to be completed for each month.
   2. Identify each bar column:
      a. By Work element and major component.
      b. By distinct graphic delineation.
   3. Horizontal time scale:
      a. Identify first week day of each week.
   4. Scale and spacing:
      a. Allow space for updating.
   5. As Work progresses, place contrasting mark in each bar to indicate actual progress and completion.

B. Sheet Size:
   1. Maximum 11 x 17 IN.
   2. Provide in electronic PDF format.

3.2 CONTENT OF SCHEDULES

A. Provide complete sequence of Work by activity.
   1. Pre-Installation:
      a. Shop drawings, product data and samples
      b. Dates reviewed copies will be required.
      c. Product procurement and delivery dates.
   2. Installation:
      a. Dates product information and delivery of Owner furnished, installed equipment and materials is needed.
      b. Show the complete sequence of installation by activity.

B. Dates for early and late beginning, and completion of each element of construction.

C. Provide Subcontractor schedules to define critical portions of prime schedule.

D. Identify Work of separate floors, or separate phases, or other logically grouped activities.

E. Show how requirements for phased completion and subsequent IT installation by Owner affect sequence of Work.

F. Indicate important stages of project for each major portion of Work, including submittal review, testing, and installation.

G. Identify punch list preparation and completion durations, agencies inspections, and Owner occupancy dates.

H. Show projected percentage of completion for each item of Work as of last day of every month.

I. Identify restraints and constraints.

J. Identify critical path and critical portions of entire schedule. There shall be only one critical path and it shall be clearly identified.

3.3 UPDATING

A. Show changes occurring since previous submission of updated schedules.

B. Indicate progress of each activity, actual verses scheduled start and completion dates, and actual verses scheduled percent complete by month.

C. Include:
   1. Major changes in scope.
   2. Activities modified since previous updating.
   3. Review projections due to changes.
   4. Other identifiable changes.

D. Provide Narrative report Including:
   1. Discussion of problem areas including current and anticipated delay factors and their impact.
   2. Corrective action taken or proposed and its effect.
   3. Effect of change in schedule.
   4. Description of revisions.
      a. Effect on schedule due to changes to Contract.
      b. Revisions in duration of activities.
      c. Other changes that may affect schedule.

5. Narrative should not be lengthy. Intent is to provide a thorough observation and recommendation for the project team.

3.4 DISTRIBUTION

A. Distribute copies of revised schedules to:
   1. Owner.
   2. Architect.
   3. Contractors/Subcontractors.
   4. Other concerned parties.

B. Instruct recipients to report inability to comply and provide detailed requirements and schedule, with suggested remedies.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Shop Drawings, Product Data, Samples, Project Information submittals including Contract Closeout submittals.

B. Provisions of this Section take precedence over provisions in General Conditions of the Contract for Construction, if used, governing Shop Drawings, Product Data, Samples, Project Information and Contract Closeout Information submittals.

C. Submittals are not to be used as means for substitution requests.
   1. Submittals that include substitutions will be returned without review or action.

D. Contact Architect in event of non-availability of specified product due to strikes, lockouts, bankruptcy, production discontinuance, proven shortage, or similar occurrences.
   1. Notify Architect, in writing, with substantiating data as soon as non-availability becomes apparent.
   2. Notify in time to avoid delay in project.

E. Appropriateness and accuracy of calculations are responsibility of Contractor and Contractor's licensed professional when such calculations are required to be professionally sealed.

F. When professional or other certification of performance criteria of materials, systems or equipment is required by Contract Documents, Architect shall be entitled to rely upon accuracy and completeness of such calculations and certifications.

1.2 DEFINITIONS

A. General:
   1. Submittals are not Contract Documents.
   2. Purpose of submittals is to demonstrate way by which Contractor proposes to conform to information given and design concept expressed in Contract Documents for those portions of Work for which Contract Documents require submittals..

B. Shop Drawings Action Submittals:
   1. Drawings to scale, diagrams, schedules and other data specially prepared for Work by Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of Work.

C. Product Data Action Submittals:
   1. Illustrations, standard schedules, performance charts, instructions, brochures, color charts, performance curves, diagrams, test data and other information furnished by Contractor to illustrate material, product, equipment or system for some portion of Work.

D. Samples Action Submittals:
   1. Physical examples which illustrate size, kind, pattern, texture, materials, equipment, systems or workmanship and establish standards by which Work will be judged.
   2. Samples also include job site Mock-ups and sample construction.

E. Project Information Submittals:
   1. Examples of Information Submittals, which do not require review or action by Architect, include but are not limited to;
      a. Progress Reports
      b. Contractor Coordination Drawings
      c. Bonds.

d. Construction Schedules.
e. Manufacturer's Installation or Adjustment Instructions.
f. Statements of Qualifications.
g. Certificates.
h. Field Service, Laboratory Test.
i. Start-Up Reports,
j. Design Calculations.
k. Material Safety Data Sheets.
l. Safety Programs and Reports.
m. Other Information Submittals identified in individual specification sections.

F. "Contract Closeout Information" Submittals:
1. Items pertaining to quality control and Owner information, which are required at Substantial or Final Completion, and do not require review or action by Architect.
2. Architect may review at its sole discretion, for general compliance with Contract Documents only.
3. Review will not constitute a detailed check of submitted design calculations.
4. Examples of Contract Closeout Information Submittals, which do not require review or action by Architect, include but are not limited to Pre-occupancy test reports.
a. Operation and Maintenance Data.
b. Warranties and Guarantees
c. Owner instruction reports.
d. Project Record documents.
e. Extra materials or tools.
f. Other Submittals identified in individual specification sections.

1.3 SUBMITTALS

A. Project information:
1. Schedule of Submittals:
a. Provide in advance of transmittal of first submittal and prior to first application for payment.

1.4 SCHEDULE OF SUBMITTALS

A. Complete Schedule of Submittals shall include Shop Drawings, Product Data, Samples, Project Information, and Contract Closeout Information required by specification section Submittal paragraphs.
1. Submittals Schedule shall be mutually agreed upon, in writing, by Architect and Contractor.
2. Contractor or Subcontractors may require submittals for their coordination purposes even when submittals are not required by Contract Documents for Architect's review. Do not include or submit such submittals to Architect.
3. Schedule shall be in horizontal bar chart format divided by weeks.
4. Indicate proposed submittal dates for each submittal.
5. Schedule shall allow for adequate time to perform orderly and proper review of submittals, including time for consultants and Owner if required and resubmittals by Contractor if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
a. Allow at least two weeks for Architect's review and processing of each submittal, excluding mailing if physical sample included.
6. Coordinate each submittal with fabrication purchasing, testing, delivery, other submittals and related activities that require sequential activity.
7. 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.
8. Architect reserves the right to withhold action on a submittal which, in the Architect's opinion, requires coordination with other submittals until related submittals are received, and will notify the Contractor, in writing, when he exercises this right.
9. Do not include or submit items not required to be submitted by Contract Documents.

10. Arrange submittals by product type or tag:
    a. Submit Shop Drawings, Product Data, and Project Information (except for Field Test Reports) items specified for a single item or tag at same time for a complete review.
        1) Shop Drawings: Individual submittal item. Subparagraphs represent description of items to include.
            a) Indicate additional submittals that will be generated as result of dividing required submittal by building, floor, area of a floor, or other subdivision.
        2) Product Data: Individual submittal item. Subparagraphs represent description of items to include as part of single submittal.
        3) Sample and Information submittals: Each subparagraph represents an individual submittal item.
11. Indicate submittals that will be provided to agencies having jurisdiction. Schedule sufficiently in advance of date required to allow agency reasonable time for review, and Contractor resubmission if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
12. Indicate additional submittals that will be generated as result of dividing required submittal by building, floor, area of a floor, or other subdivision.
13. Submit all submittals required by a section at same time which are needed for a complete review, except Contract Closeout Information Submittals, and Shop Drawing submittals divided by building area.
14. Do not submit large quantities of submittals at one time.
15. Schedule Contract Closeout Information submittals during last quarter of project period and prior to Substantial Completion.
16. Partial payment requests may be withheld until satisfactory Schedule of Submittals has been received.

1.5 SHOP DRAWINGS

A. Shop Drawing Action Submittals are required as called for in each specification section Submittal paragraph.
    1. Do not use Contract Drawings as Shop Drawings.

B. Certain Shop Drawing plan sheets shall be produced in electronic format for the purpose of completing Coordination Drawings or updating Project Record Drawings as may be required in other Sections.
    1. If so required, Architect's electronic files will be provided in the native format in which they were produced.
        a. Architect makes no representation as to accuracy or completeness of electronic files.
        b. Complete the Architect's standard Electronic Media Release form before electronic files are provided to the Contractor by the Architect.
    2. Have skilled CAD technician produce following Shop Drawing plans in same CAD program and version utilized by Architects for design drawings.
        a. .Plans.

    3. Use layers compliant with National CAD Standard to facilitate Coordination Drawings and Project Record Documents, using the background as a reference to the coordination file.
    4. Contractor may choose to increase scale of plotted drawings to facilitate clarity of detail. Revised scale shall be indicated on plotted sheets.

C. Submit high quality, high contrast copy of Shop Drawings in Portable Document Format (PDF).
    1. Use Newforma Contract Management System (Newforma). See Section 01 31 26 for specific information.

1.6 PRODUCT DATA

A. Product Data Action Submittals are required as called for in each specification section Submittal paragraph.

B. Submit high quality, high contrast copy of Product Data in Portable Document Format (PDF).

1. Use Newforma Contract Management System (Newforma). See Section 01 31 26 for specific information.
2. Include index if multiple items under specification section are included in submittal.
3. Mark each copy to show exact item, model, and options submitted for review.
4. Show compliance with specified reference standards, performance characteristics, and capacities; wiring and networking diagrams; component parts; finishes; dimensions; and required clearances; notation of coordination requirements.
5. Mark through items on manufacturer's standard sheets which are not being proposed. Submittals without indications and deletions will be returned without review.
6. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls, mounting and installation details, and other pertinent data.

1.7 SAMPLES

A. Sample Action Submittals are required as called for in each applicable specification section Submittal paragraph.
1. Identify samples with manufacturer's name, item, use, type, Project designation, specification section or drawing, detail reference, color, range, texture, finish and other pertinent data.
2. Send samples to address indicated, or Project site if required or requested.
3. Samples shall have a label affixed or attached thereto of sufficient size to accommodate Contractor's approval stamp.
4. Submit one sample of each color or type indicated.
5. Architect may retain one sample for comparison purposes.

B. When specific colors, textures, or patterns are not specified, submit samples from full range of manufacturer's standards for selection. When custom or standard finishes are specified, submit samples of specified colors, textures or patterns.

1.8 PROJECT INFORMATION AND CONTRACT CLOSEOUT INFORMATION

A. When Project Information and Contract Closeout Information are submitted:.

A. Submit high quality, high contrast copy of Product Data in Portable Document Format (PDF).
1. Utilizing Newforma Contract Management System (Newforma). See Section 01 31 26 for specific information.

1.9 SUBMITTALS REQUIRING PROFESSIONAL SEALS AND SIGNATURES

A. Shall be submitted per following:
1. Unless otherwise agreed to by Architect, submit to Architect for records one (1) original, or high quality high contrast copy of submittal suitable for reproduction, unless quantity is indicated elsewhere. Submit quantity indicated in specifications sections to Owner.
2. Architect is not required to return submittal.
3. Do not fold. Submit in envelope large enough for submitted items.

1.10 TRANSMITTAL

A. Contractor is responsible for making submissions.
1. Electronic submittals shall be submitted utilizing web-based Newforma Contract Management System. See Section 01 31 26 for specific information.
2. Samples and submittals which require hard copies, submit items to office of Architect:

HDR Architecture, Inc.
8750 N. Central Expressway, Suite 100
Dallas, TX 75231
Attention: John Niesen

B. Transmit items with Submittal Transmittal form included at end of this section, or supplied by Architect, or similar format approved in advance by Architect.
   1. Contact Architect for copy made for Project.
   2. Indicate Project name, Architect's project number, specification section title, description of submitted items or systems, manufacturer and submittal type on transmittal form.
   3. Indicate submitted date, approval and sign in appropriate space on transmittal form.
   4. Submittal Transmittal form shall stay with submittal throughout its routing.
   5. Indicate submittal number in space provided on Submittal Transmittal form. Following submittal numbering system shall be used:
      a. Identify each submittal using applicable 5 or 6 digit specification section number from Contract Documents.
      b. After section number, indicate sequence number. First submittal of section series would be numbered "######-1 IN, next would be "######-2 IN, etc.
      c. If returned for re-submission, add a designation character. Second submission would be "######-1A", third would be "######-1B", etc.
   6. Indicate description of submitted items including drawing numbers, etc.
   7. Indicate "Submittal type" being submitted.

C. Submittals shall only include items from one specification section.
   1. Project Information Submittals and Contract Closeout Information Submittals shall be submitted separately from other submittals required by specification section.
   2. Submit all items specified in section at same time for complete review, except Contract Closeout Information Submittals.

D. Do not submit following:
   1. Submittals not required by specification section Submittal paragraph.
   2. Submittals required by other contractors or trades for their coordination that are not required by specification section Submittal paragraph.
   3. Submittal of products, systems or manufactures not specified.
   4. Submittal of substitution.
   5. Submittal of MSDS information.
   6. Large quantities of submittals at one time.

E. Do not mark copies with highlighters that black out information, or turn opaque when reproduced, or will not scan or reproduce legibly.

1.11 CONTRACTOR AND SUBCONTRACTOR ACTION

A. Submit submittals required by Contract Documents in accordance with submittal schedule approved by Architect or, in absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in Work or in the activities of Owner or of separate Contractors.

B. Direct specific attention in writing with submittal or on submittal, indicating deviations from requirements of Contract Documents.
   1. Contractor shall not be relieved of responsibility for any deviation from requirements of Contract Documents by Architect's approval of submittals unless,
      a. Contractor has specifically informed Architect in writing of such deviation at time of submission, and
      b. Architect has given written approval to specific deviation as a minor change in Work, or
      c. a Change Order or Construction Change Directive has been issued authorizing the deviation.
   2. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
   3. Completed Work shall match appearance of approved samples and mock-ups.

C. Contractor represents and warrants that submittals shall be prepared by persons and entities possessing expertise and experience in the trade for which submittal is prepared, and if required by Architect or applicable law, by a licensed professional where so stipulated.

D. Contractor is responsible for confirmation and correlation of dimensions at Project site; for information that pertains solely to fabrication processes or to techniques of construction; and for coordination of work of trades.

E. Contractor and Subcontractor shall review submittal required by Contract Documents for compliance with Contract Documents, approve and submit to Architect.

F. Submittal to Architect indicates Contractor, Subcontractor represent they have:
   1. Reviewed submittal for compliance with the Contract Documents and has approved submittal;
   2. Determined and verified field measurements, and field construction criteria related thereto, or will do so;
   3. Determined and verified quantities, materials, performance criteria, installation requirements, catalog numbers and similar data related thereto;
   4. Determined substitutions have not been included;
   5. Checked, determined, verified and coordinated information contained within such submittals with requirements of Work, Contract Documents and other submittals;

G. Resubmit items returned by Architect and marked “Revise and Resubmit” or “Not Approved” until approval is received.
   1. Direct specific attention, in writing, or on resubmitted submittals to revisions other than those requested by Architect on previous submittals.
   2. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.
   3. Bubble or otherwise clearly identify all changes from previous submittal.
   4. Tag each re-submittal with a designation that reuses the previous submittal number and a suffix designating the re-submittal sequence in accordance with the numbering system indicated in this section.

H. Contractor shall reproduce and distribute copies of submittals after Architect’s review to:
   1. Project site: Copy of “Approved” or “Approved as Noted” submittals for use by Contractor’s field staff, Owner and Architect’s representatives.
   2. Subcontractor or vendor.
   3. Other Contractors, Subcontractors or vendors as may be required for coordination purposes.
   4. Owner: Copy of “Approved” or “Approved as Noted” submittals.
   5. Authorities having jurisdiction: Copy of “Approved” or “Approved as Noted” submittals if required by Authority Having Jurisdiction (AHJ).
   6. Inspector (if any): Copy of “Approved” or “Approved as Noted” submittals.
   7. Testing and Inspection Agencies: Copy of “Approved” or “Approved as Noted” submittals required for them to perform inspections and testing.

I. Contractor shall not be relieved from responsibility for coordination with other submittals or for errors or omissions in submittals by Architect’s approval thereof.

J. Material lists and quantity information included in submittals are sole responsibility of Contractor.

K. Where a submittal is required by Specifications, any related Work performed prior to Architect’s review and approval of the pertinent submission will be sole expense and responsibility of Contractor.

1.12 ARCHITECT ACTION ON SUBMITTALS

A. Architect’s action on submittals:
   1. "APPROVED": Submittal is in general conformance with the design concept of Project and in general compliance with information given in Contract Documents.

2. "APPROVED AS NOTED": Submittal has minor issues. Noted corrections must be made in final installation. Architect has option to require re-submission for record.
3. "REVISE AND RESUBMIT": Re-submission is required, due to nature or number of issues.
4. "NOT APPROVED": Submittal does not meet contract requirements or is not required to be submitted.
5. "NO ACTION REQUIRED BY ARCHITECT": Submittal not required, Project Information or Contract Closeout Information Submittal

B. Architect will review and approve or take other appropriate action upon Contractor's submittals, but only for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
1. Such review and action is limited to only those submittals identified in Contract Documents.
2. Architect's review of such submittals is not conducted for purpose of determining accuracy and completeness of other details and information such as dimensions, quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain responsibility of the Contractor.
3. Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.
4. Architect's review or approval shall not constitute a review of safety or health precautions, or of any construction means, methods, techniques, sequences or procedures.
5. Architect's review or approval on a resubmission shall not apply to revisions that Contractor has not directed specific attention to in writing on resubmitted submittals, other than those requested by Architect on previous submittal.

C. Architect's action will be taken with such reasonable promptness as to cause no delay in Work or in activities of Owner, Contractor or separate contractors, while allowing sufficient time in Architect's professional judgment to permit adequate review by Architect, Architect's consultants, and Owner, if needed.
1. Architect's obligation to review or approve submittals and to return them with reasonable promptness is conditional upon prior review and approval of submittals by Contractor, and Contractor's transmittal of submittals in accordance with Contract Documents and approved Schedule of Submittals.

D. Items not submitted in accordance with provisions of this section may be returned, without review or action.
1. Submittals which do not indicate Contractor has reviewed submittal for compliance with Contract Documents, and approved submittal.
2. Submittals which are not required by Contract Documents.
3. Submittal on items not approved for use by Contract Documents.
4. Submittals which include information from more than one specification section.
5. Project Information Submittals or Contract Closeout Information Submittals included with other submittals required by specification section Submittal paragraph.
6. Submittals required by other contractors or trades for their coordination that are not required by specification section Submittal paragraph.
7. Submittal of products, systems, or manufactures not specified.
8. Submittal of substitution.
9. Submittal of MSDS information.
10. Information on only a portion of a submittal.
11. If approved Submittal Transmittal form was not used.

E. If a submittal must be delayed for coordination with other submittals not yet submitted, Architect may, as an option, either return submittal with no action or notify Contractor of other submittals which must be received before submittal will be reviewed.

F. Additional copies of submittals not required or requested may not be returned.

G. Architect may review Project Information Submittals or Contract Closeout Information Submittals at its sole discretion, for general compliance with design concept expressed in Contract Documents.

H. Architect will return submittal utilizing Newforma Contract Management System (Newforma) indicating comments and action taken for Contractor's use and distribution.
   1. Architect will notify Contractor by email when submittals have been reviewed and posted to Newforma.
   2. Architect is not required to return Samples, Project Information and Contract Closeout Information submittals.
   3. Submittals may be returned by regular mail at Architect's discretion.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION – (NOT USED)

END OF SECTION

SECTION 01 42 19
REFERENCE STANDARDS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Materials specified by reference to number, symbol, or title of a specified standard such as a State standard, commercial standard, federal specifications, ASTM or trade-association standard, or other similar standard shall comply with requirements in the revision thereof and any amendments or supplements thereto in effect on date execution of Contract.

B. Standard referred to, except as modified herein, shall have full force and effect as though printed in these specification.
   1. These standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

C. By submitting a Bid, Contractor is deemed to represent self as competent to accomplish Work of this Division in conformance with applicable Codes. In case of conflict between the Contract Documents and Code requirements, the Codes shall take precedence. Should such conflicts appear, cease Work on parts of Contract affected and immediately contact Architect in writing. It shall be Contractor's responsibility to correct, at no cost to Owner, work Contractor executes in violation of Code requirements.

1.2 REFERENCE STANDARDS

A. Perform Work in conformance with latest edition of applicable standards recognized by local Authority Having Jurisdiction (AHJ) at the time of Contract Award, including, but not limited to following:

ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	ASTM International
AWI	American Woodwork Institute
BIFMA	The Business and Institutional Furniture Manufacturer's Association
FGI	Facilities Guidelines Institute
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
TAS	Texas Accessibility Standards
UL	Underwriter's Laboratories, Inc.
--	State and Municipal Codes in force in the Specific Project Area

B. Where locally adopted Codes or authorities having jurisdiction otherwise stipulate, follow the specific edition.

C. Conflicts between referenced Standards: Comply with one establishing more stringent requirements.

D. In event conflicts between referenced Standards and Contract Documents appear, comply with the standard or document establishing more stringent requirements.

END OF SECTION

SECTION 01 43 39
MOCK-UPS (DIGITAL SIGNAGE)

PART 1 - GENERAL

1.1 DESCRIPTION

A. Build indicated mock-up on site for review and approval before proceeding with any construction that may be affected by construction represented by mock-up.

B. THERE ARE NO MOCK-UPS CURRENTLY REQUIRED FOR THIS BID PACKAGE.

1.2 PROCEDURE

A. Extent, size, form and primary components are indicated on Drawings or in Specifications.

B. Locate mock-up where indicated on drawings or, if not indicated, locate as directed by Architect.

C. Do not provide mock-up until corresponding product data, shop drawings, samples and other preparatory submittals are approved.

D. Do not provide mock-up until specified Preinstallation Conferences related to mock-up components are held.

E. Mock-up shall be rebuilt as necessary until approved by Architect.

F. After approval, mock-up shall remain and serve as the standard for judging acceptance or rejection of the appearance characteristics and workmanship of corresponding construction.

G. After completion and acceptance of the corresponding installation, mock-up shall be removed when directed by Architect unless approved mock-up has been located as part of permanent installation.

H. Surrounding and other Work affected by mock-up installation or removal shall be completed as indicated or, if Work is not indicated, site shall be restored to condition existing before mock-up installation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials used in initial mock-up installation shall comply as specified in applicable sections for Work and as approved by submittal reviews.

B. Materials may be modified only to extent required for mock-up approval by Architect.
   1. Modified materials shall comply with specified requirements but may differ in appearance characteristics, such as color and texture.

C. Materials used in installation of approved mock-up shall be used in corresponding permanent installation.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Provide initial mock-up installation by methods proposed for corresponding permanent installation.
   1. Comply with installation and application requirements for each component as specified in section applicable for Work.

B. Methods of installation may be modified only to extent required for mock-up approval by Architect.
   1. Modified methods of installation shall comply with specified requirements as well as approved details of workmanship.

C. Methods of installation used for approved mock-up shall be used in corresponding permanent installation.

END OF SECTION

SECTION 01 45 00
QUALITY ASSURANCE AND CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Provisions followed by an asterisk (*) include some or all provision as obtained from AIA Document A201- General Conditions of the Contract for Construction. While this document may or may not be the form of contract between successful Bidder and Owner, it is a document that provides industry-recognized terminology.

1.2 SECTION INCLUDES

A. Quality assurance and control.

B. Regulatory requirements.

C. Tolerances.

D. Mock-ups.

E. Manufacturer's field services.

1.3 QUALITY ASSURANCE AND CONTROL

A. Monitor quality assurance and control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified and experienced to produce required or specified quality.

F. Verify that field measurements are as indicated on approved shop drawings or as instructed by manufacturer of product.

G. When required, secure products in place with positive anchorage devices or products designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

H. Materials shall be compatible with one another and with other materials with which they may come in contact.

1.4 SUPERVISION AND CONSTRUCTION PROCEDURES

A. Contractor shall supervise and direct Work, using Contractor’s best skill and attention. *

B. Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. *

C. Whether or not Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate jobsite safety thereof and shall be fully and solely responsible for jobsite safety of such means, methods, techniques, sequences or procedures. *

1. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to Owner and Architect and shall not proceed with that portion of Work without further written instructions from Architect. *
2. If Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures. *

D. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of Work for, or on behalf of Contractor or any of its Subcontractors. *

E. Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. *

F. Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

1.5 REGULATORY REQUIREMENTS

A. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of Work. *

B. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, including, but not limited to, any penalties, fines or other damages realized. *

C. When Contract Documents require Contractor, Subcontractor, Vendor or other supplier to provide selection or design of parts of Work, such selection or design shall meet requirements of Municipal, State or other governmental authorities having jurisdiction.

1.6 TOLERANCES

A. Monitor fabrication and installation tolerance control of Products to produce approved Work.
1. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances.
1. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.7 MANUFACTURER'S FIELD SERVICES AND REPORTS

A. When field services are specified, have material or product suppliers, or manufacturers, provide technically competent staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and supervise installation where specified, as applicable and to initiate instructions when necessary.

B. Report observations, and site decisions or instructions given to applicators or installers which are supplemental or contrary to manufacturer's written instructions.

C. Submit report in duplicate within 30 days of observation.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that rough-in utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01 65 00
DELIVERY, HANDLING AND STORAGE OF MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 JOB CONDITIONS

A. Comply with applicable codes.

B. Accomplish work to avoid damage to property.

C. Provide fire protection.

PART 2 - EXECUTION

2.1 PRODUCT DELIVERY

A. Convey by manufacturer's normal means.

B. Ship in original labeled packaging to staging location.

C. Where applicable display UL labeling on packages.

D. Schedule and coordinate deliveries to avoid interference with Owner's operation and other contractors working on site .

E. Sequence deliveries to avoid unnecessary construction of temporary protection.

F. Schedule deliveries to avoid delaying Work and to minimize space and duration of storage on site.

G. Contractor responsible for acceptance at site.
   1. Inspect items for damage upon delivery, reorder as required.

2.2 PRODUCT HANDLING AND STORAGE

A. No on site storage will be available. Deliver product to site each day for that day's installation needs.

B. When off-site storage is utilized, move items to site at no added cost.

C. Use methods to avoid damage to item or structure.

D. Protect weather fragile items from weather damage.

E. Handle and store bulk aggregates to avoid contamination.

F. Store to allow air circulation.

G. Uncrate, assemble if required, and remove debris.

H. Replace or repair damaged items.

2.3 CLEANUP

A. Clean debris from site each day.

B. Remove excess materials from site.

C. Deliver to Owner excess materials scheduled to remain.

D. Restore on-site dumpster area, if brought in for project, to original condition or as directed by Architect or Owner.

END OF SECTION

SECTION 01 74 23
CLEANING

PART 1 - GENERAL

1.1 FIRE PROTECTION

A. Store volatile waste in listed disposal containers.

B. Maintain site and building so no condition provides a fire hazard.

C. Remove combustible debris from building at end of each shift and from site daily.

D. Sources of ignition and smoking are prohibited on site.

E. Do not burn on-site.

1.2 POLLUTION CONTROL

A. Conduct cleanup and disposal operations to comply with codes, rules, regulations, ordinances, and anti-pollution laws.

B. Do not burn or dispose of combustible debris, rubbish and waste material on site.

C. Do not discharge volatile, harmful, or dangerous materials into storm or sanitary drains or sewer systems.

D. Prevent accumulation of wastes that create hazardous conditions.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Use materials recommended by manufacturers of surfaces to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

C. Use only those cleaning materials which will not create hazards to health or property and will not damage surfaces.

PART 3 - EXECUTION

3.1 GENERAL

A. Clean items installed under this Contract.
   1. Leave free of stains, dirt, dust, damage, or defects.
   2. Include washing, sweeping, polishing of wall surfaces, floors, windows, hardware, mirrors, lighting fixtures, equipment, etc.

3.2 DURING CONSTRUCTION

A. Provide on-site listed disposal containers for collection of waste materials, debris, and rubbish.
   1. Dispose of off-site once a week – or when full - at an approved solid waste disposal site.
   2. Cover container to prevent blowing by wind.

B. Keep work areas clean so as not to hinder health, safety or convenience of personnel in existing facility operations.

C. Interior cleaning:
   1. Clean and vacuum interior space prior to installation of products that will cover such surfaces.
   2. Schedule cleaning operations so contaminants do not fall on wet painted surfaces.

3. Clean and protect Work in progress, if applicable, and adjoining materials in place, during handling and installation.
4. Clean lunch/break area after each use. Only eat in designated areas.

3.3 FINAL CLEANING

A. At Substantial Completion, perform final cleaning of Work and existing areas wherever any areas are left less than clean by construction operations.
   1. Complete cleaning operations before requesting review for Substantial Completion.

B. Use experienced professional cleaners for final cleaning.

C. Repair and touch-up marred areas. Coordinate with building Contractor who may require original trade perform repair at this Contractor's expense to ensure end product matches seamlessly. Architect to make final decision on finish match.

D. Broom clean and remove stains from paved surfaces; rake clean other surfaces of grounds.

E. Remove grease, dust, dirt, stains, labels, fingerprints, mastic, adhesive, and foreign materials from interior and exterior surfaces, and fixtures, hardware, and equipment.

F. Polish glossy surfaces to a clear shine.

G. Remove temporary protection and facilities installed for protection of the Work during construction.

3.4 FIELD QUALITY CONTROL

A. Prior to Owner occupancy, Contractor and Owner shall conduct an inspection of interior and exterior surfaces and Work areas to verify Project is clean to Owner's satisfaction. Building Contractor will have cleaned building prior to installation of this Work. Any subsequent soiling of building will be evident.

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUBMITTALS

A. Contract Closeout Information:
   1. Operation and Maintenance Data.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE MANUALS

A. Assemble data indicated and data required to completely describe operation and maintenance procedures.

B. Assemble information in form of a multiple file composite electronic PDF file for each manual type required.
   1. Index files by product tag, with each item clearly labeled.
   2. Identify each volume with Project name and contents.
   3. Identify each item in manner consistent with names and identification numbers used in Contract Documents, not with manufacturer's catalog numbers.
   4. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

C. Use electronic files prepared by manufacturer where available.
   1. Scan paper documents and configure scanned file for minimum readable file size.

D. Create a Table of Contents, list each item.

2.2 DATA REQUIRED FOR EQUIPMENT AND SYSTEMS

A. Sequence of Operation, if required in Work:
   1. List valves, switches, etc., used to start, stop and adjust systems.
   2. Provide flow diagrams, control sequences and valve directory.

B. Lubrication Instructions, if required of products in Work:
   1. Frequency of inspection and lubrication recommended.
   2. Type of grease.
   3. Amount of lubrication recommended.

C. Maintenance and Troubleshooting Data:
   1. Manufacturer furnished data.
   2. Project record wiring diagrams, when required by Work.
   3. Name and address of manufacturer.
   4. Name and address of local representatives who stock or distribute repair parts.

2.3 DATA REQUIRED FOR FINISH MATERIALS

A. Maintenance Data:
   1. Precautions necessary.
   2. Manufacturer's instructions and recommendations.
   3. Maintenance materials and tools required.
   4. Repair and/or replacement instructions.
   5. Name and address of manufacturer.
   6. Name and address of local supplier of materials.

PART 3 - EXECUTION

3.1 DELIVERY

A. Deliver electronic copies to Owner sixty (60) days prior to Owner instruction of systems and equipment, and substantial completion.

B. Use Operation and Maintenance Data Transmittal form at end of this Section.

C. Acquire Owner's acceptance of items listed on transmittal form.

D. Forward copy of transmittal form with Owner's acceptance to Architect.

END OF SECTION

OPERATION AND MAINTENANCE DATA TRANSMITTAL

Project: **New Hidalgo County Courthouse**

To Owner: **Date:**

From Contractor:

Assemble data required to describe operation and maintenance procedures. Deliver as an indexed electronic PDF file. Include name, address, and phone number of closest supplier for each item.

Section	Description	Quantity

Owner's Verification and Acceptance

Accepted by: _____ **Date:** _____

Forward copy of this transmittal to the Architect.

DISTRIBUTION: ☐ OWNER ☐ CONTRACTOR ☐ C. M. ☐ ARCHITECT

END OF TRANSMITTAL

SECTION 01 78 36
WARRANTIES AND GUARANTEES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Warranties specified in Divisions 02 through 48 Sections shall be in addition to, and run concurrent with other warranties required by Contract Documents.
   1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to the 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 the Owner.

B. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of Contract Documents.

C. Manufacturer's Warranties:
   1. Provide for products, equipment, systems and installations required by Divisions 02 through 48 Sections of Contract Documents for duration indicated.
   2. Where manufacturer's standard warranties or guarantees or both expire before duration required by other Sections of Contract Documents, obtain and pay for extensions as part of Contract Price.

D. Special Warranties:
   1. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
   2. Provide written Special Warranties for products, equipment, systems, installations, and joint responsibilities as noted and required by Divisions 02 through 48 Sections of Contract Documents for duration indicated.
   3. Prepare a written document that contains appropriate terms and identification, ready for execution.
      a. Modified and properly executed Manufacturer's standard form to include project specific information.
      b. Submit draft for approval before final execution.
         1) See Section 01 33 00.

E. Provide Warranties. Special Warranties and Guarantees prior to final payment.
   1. Provide in electronic data format.
      a. Coordinate format with Owner.

F. Warranties. Special Warranties and Guarantees required by Contract Documents shall commence on date of Substantial Completion of Work unless otherwise indicated in Certificate of Substantial Completion.

1.2 SUBMITTALS

A. Contract Closeout Information:
   1. Transmittal letter indicating Owner's receipt of electronic data format containing product equipment and system warranties or guarantees or both required by other Sections of Contact Documents.

1.3 JOB CONDITIONS

A. If for any reason, Contractor cannot warrant or guarantee or both any portion of Work using products or methods indicated or required by other Sections of Contract Documents, notify

Architect in writing during bid period, and before contracts are awarded, indicating reasons and names of products and data on substitutions that can be warranted or guaranteed or both.

1. Should Contractor fail to notify Architect, Contractor will be considered as having agreed to warrant or guarantee the Work indicated.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.1 PRODUCT, EQUIPMENT AND SYSTEM WARRANTIES AND GUARANTEES

A. Compile approved warranties and guarantees or both required by other Sections of Contract Documents.

1. Index by product tag, with each warranty, guarantee, or both clearly labeled.
   a. Identify each volume with project name and contents.
2. Identify each warranty or guarantee or both in manner consistent with names and identification numbers used in Contract Documents.
3. Provide transmittal letter containing:
   a. Date
   b. Project title
   c. Contractor's name and address
   d. Title and number of warranties, guarantees, or both
   e. Indication of Owner's receipt
4. Deliver to Owner prior to final payment with copy of transmittal letter indicating Owner's receipt.

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. All documents required by Contract Documents, including but not limited to:
   1. Contract Drawings.
   2. Project Manual and Specifications.
   3. Addenda.
   4. Shop Drawings.
   5. Product Data.
   6. Samples and Mock-ups.
   7. Project Information.
   8. Change documents.
   9. Request for Information responses, directives, clarifications, interpretations, etc.
   10. Field test records.
   11. Warranties.

B. Field Documents:
   1. Complete set of all documents required for installation.
   2. Used for installation of project.

C. Periodic Update Documents:
   1. Complete separate set of all documents required for installation, with exception of samples and mock-ups, used for posting and updating on weekly basis.
   2. Do not use for installation of project.

D. Project Record Documents:
   1. Complete set of all documents required for installation, with exception of samples and mock-ups, for updating at end of Project.

1.2 SUBMITTALS

A. Contract Closeout Information:
   1. Copy of transmittal letter to Owner.
      a. At completion of project, turn over Project Record Documents to Owner with letter of transmittal.
      b. Submit Record Documents in suitable electronic format.
      c. Provide Transmittal Letter containing:
         1) Date.
         2) Project title.
         3) Contractor's name and address.
         4) Title and number of each Project Record Document.
         5) Certification that Project Record Documents submitted are complete, accurate and reflect actual construction of project.
         6) Owner's signature indicating receipt and acceptance of Project Record Documents.
   2. Electronic copy of Record Drawing files to Architect.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.1 POSTING PRIOR TO CONSTRUCTION

A. After Contract is executed, but prior to start of Work, obtain Contract Drawings and Project Manual/Specifications that will be used for Field Documents and Periodic Update Documents.

B. Obtain copies of all addenda and post to all above documents.

3.2 FIELD DOCUMENTS

A. Field Documents are intended for use in the installation of the project.

B. Maintain minimum of one copy at project site.

C. Label each document, “FIELD.”

D. Post documents with changes on a daily basis.

3.3 PERIODIC UPDATE DOCUMENTS

A. Periodic Update Documents are intended for use by Architect, Owner, Owner’s consultants, Authorities Having Jurisdiction, Special Inspections, and Testing Agencies.

B. Identify each document within file, “PERIODIC UPDATE.”

C. Update documents on weekly basis:
   1. Contract drawings:
      a. Amend to record actual installation including but not limited to:
         1) Addenda.
         2) Change orders or field orders.
         3) Clarifications, interpretations, directives.
         4) Location of internal utilities and appurtenances concealed.
         5) Field changes of dimension and/or detail.
         6) Revisions incorporated into the contract by Change Order, Field Order, Clarifications, Interpretations or Directives.
   2. Project Manual/Specifications:
      a. Amend affected sections to record changes including but not limited to:
         1) Addenda.
         2) Change orders or field orders.
         3) Clarifications, interpretations, directives.
         4) Include added sections to Project Manual/Specifications.
         5) Indicate manufacturer, makes, and models used for actual installation of project.
   3. Concealed work:
      a. Do not conceal work until concealed information is recorded on Periodic Update Documents.
      b. Work concealed prior to recording must be uncovered.
      c. Upon recording on Periodic Update Documents, restore work at Contractor’s expense.

3.4 PRODUCTION OF PROJECT RECORD DOCUMENTS

A. Record Drawings:
   1. Use one set of printed Contract Documents as base Record Documents or an electronic method in field to record installation changes as they occur.
   2. Mark Contract Drawings completely and accurately.
   3. Employ personnel proficient at recording electronic graphic information in production of marked-up drawings to transfer all changes, corrections, entries, and other items from the Periodic Update Documents to Record Documents.
      a. Refer instances of uncertainty to Architect for resolution.
   4. Record Digital Data Files:

a. Prepare full set of corrected digital data files of Contract Drawings immediately before inspection for Certificate of Substantial Completion:
    1) Provide in annotated PDF electronic file with comment function enabled.
b. Incorporate changes and additional information previously entered on Periodic Update Drawings.
c. Delete, redraw, and add details and notations where applicable.
d. Name each PDF file to match Contract Drawing identification, i.e. "A-103G.pdf".
e. Label each document “PROJECT RECORD PRODUCED BY CONTRACTOR” and date in prominent place.

5. Provide Owner and Architect original Record Drawings, and digital data files in linked PDF electronic format.
    a. Include:
        1) Addenda.
        2) Change order or field order.
        3) Clarifications, interpretations, directives.
        4) Bind added sections into Project Manual/Specifications.

B. Record Computer Aided Drafting (CAD) System Drawings:
1. Provide Record Drawings in electronic CAD format for systems indicated in Submittal Procedures, Section 01 33 00.
    a. Employ skilled CAD technicians to update CAD files with information from Periodic Update Documents.
    b. Comply with current version of National CAD Standards.
    c. Provide in same size and scale as original Contract Drawings.
    d. Organize CAD information into separate electronic files that correspond to each sheet of Contract Drawings.
        1) Name and number CAD drawing with corresponding information on Contract Drawing.
        2) Name each CAD drawing file with drawing identification.
    e. Label each document “PROJECT RECORD PRODUCED BY CONTRACTOR” and date in prominent location.
    f. Redraw, delete or add details and notations where applicable.
    g. Produce new CAD drawings in lieu of updating original CAD drawing file where not suitable to indicate actual installation.
        1) Produce new CAD drawings when a contract change document was issued, as a result of acceptance of alternate, substitution, or other modification.
    h. Architect will furnish Contractor with revised CAD drawing file of architectural plan backgrounds if significantly revised by Architect during construction phase.
        1) CAD floor plan backgrounds will indicate wall layout, column lines and room names and numbers.
        2) Architect makes no representation as to accuracy or completeness of CAD files.
2. Submit preliminary CAD files to Architect for review prior to submitting final CAD files.
3. Submit final updated CAD files.
    a. Include all system drawing files, whether or not changes and additional information from Periodic Update Documents.
4. Submit data files to Owner and Architect of final Record Drawings in PDF format electronically created from CAD files.
    a. Do not scan.
    b. Include all system drawing files, whether or not changes and additional information was included in Periodic Update Documents.

C. Other Record Documents:
1. Transfer recorded changes from original to replacement copy.
2. Label each document “PROJECT RECORD PRODUCED BY CONTRACTOR” and date in prominent location.

END OF SECTION

SECTION 01 78 43
SPARE PARTS, TOOLS AND MAINTENANCE MATERIALS

PART 1 - GENERAL

1.1 SUBMITTALS

A. Contract Closeout Information:
   1. Submit spare parts, tools and materials directly to Owner.
   2. Submittal to Architect is not required.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Spare Parts and Tools:
   1. Package in clearly identified boxes.
   2. Indicate manufacturer's name, part name and stock number.
   3. Indicate piece of equipment part or tool is for.
   4. Indicate name, address and phone number of closest supplier.

B. Maintenance Materials:
   1. Package in clearly identified boxes.
   2. Indicate trade name and stock number.
   3. Indicate which item material is to be used with.
   4. Indicate name, address and phone number of closest supplier.

C. Extra Materials:
   1. Package in clearly identified containers, or install where indicated.
   2. Indicate trade name, stock number, size, color, etc.
   3. Indicate where product is to be used.
   4. Indicate name, address and phone number of closest supplier.

PART 3 - EXECUTION

3.1 DELIVERY

A. Deliver to Owner prior to substantial completion unless Owner requests earlier delivery.

B. Deliver to location directed by Owner.

C. Complete Maintenance Material Transmittal form at end of this Section.
   1. Acquire Owner's acceptance of items listed on transmittal.
   2. Transmittal to indicate Owner's acceptance.
   3. Forward copy of transmittal forms with Owner's acceptance to Architect.

END OF SECTION

SPARE PARTS, TOOLS AND MAINTENANCE MATERIAL TRANSMITTAL

Project: New Hidalgo County Courthouse

To Owner: Date:

From Contractor:

Package extra material, maintenance materials, spare parts, and tools in clearly identified boxes; indicate manufacturer's name, trade name, part name, stock number, size, color, etc. Indicate which item maintenance material is to be used with, piece of equipment part or tool is for, or where extra material is to be used. Indicate name, address, and phone of closest supplier.

TAG	DESCRIPTION	QUANTITY

Owner's Verification and Acceptance

Accepted by: _____ Date: _____

Forward copy of this transmittal to the Architect.

DISTRIBUTION: ☐ OWNER ☐ CONTRACTOR ☐ C. M. ☐ ARCHITECT

END OF TRANSMITTAL

SECTION 01 79 00
SYSTEM DEMONSTRATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide instruction for equipment and systems which require Operation and Maintenance Data specified in technical sections.

1.2 QUALITY ASSURANCE

A. Instructors:
   1. Member of installer's staff, and authorized representative of component, assembly, or system manufacturer.
   2. See specification technical sections for additional requirements.

1.3 SUBMITTALS

A. Contract Closeout Information:
   1. Transmittal letter indicating Owner’s receipt of required demonstrations, copies of completed reports and video files.

1.4 JOB CONDITIONS

A. Complete instruction prior to Substantial Completion.
   1. Submit separate report for each system or type of equipment to Owner for approval.
      a. Submit report form attached, with preliminary information to Owner at least two (2) weeks prior to first instruction period.
      b. Submit completed report to Owner and Architect.
   2. Submit video files for each instruction to Owner.
      a. Name each file with description of equipment or system.
      b. Provide index of instruction files.
      c. Provide on flash drive.

PART 2 - EXECUTION

2.1 PREPARATION

A. Assemble instructional aids.

B. Supply operation and maintenance data for use during instruction.

C. Provide video equipment available for each instruction.

D. Schedule instruction with Owner when component, assembly, or system has been tested, is in correct operating condition and is fully functional.

2.2 INSTRUCTION

A. Provide video and physical instruction.

B. Explain use of operating and maintenance manuals.

C. Furnish tools required.

D. Instruct Owner’s personnel in operation and maintenance of equipment and systems.
   1. Provide instruction to satisfaction of Owner.

E. Tour building areas involved and identify:
   1. Maintenance points and access.
   2. Control locations and equipment.

F. Operating Sequences:
   1. Identify location and show operation of switches, valves used to start, stop and adjust systems.
   2. Explain use of flow diagrams and operating sequence diagrams.
   3. Demonstrate operation through complete cycle or cycles and full range of operational modes, including testing and operational adjustment.

G. Control Equipment:
   1. Settings.
   2. Switch modes.
   3. Available adjustments.
   4. Reading of gauges.
   5. Functions serviced only by authorized factory representatives.

H. Troubleshooting:
   1. Demonstrate common occurring problems.
   2. Identify procedures requiring attention of factory personnel.

I. Maintenance Procedures:
   1. Identify items requiring periodic maintenance.
   2. Demonstrate preventive maintenance procedures and recommended maintenance intervals.
   3. Demonstrate commonly occurring maintenance procedures not part of preventive maintenance program.
   4. Identify maintenance tools and materials used.

END OF SECTION

EQUIPMENT AND SYSTEMS OWNER INSTRUCTION REPORT

Project: New Hidalgo County Courthouse

Project Number: 10085982

Contractor: _____

System or Equipment: _____

Specification Section: _____

PRELIMINARY INFORMATION

To be completed by Contractor/Construction Manager:

Proposed dates for instruction period: _____ to _____.

Contractor Representative conducting instruction: _____.

Number of hours of instruction required by Contract Documents: _____.

To be completed by Owner:
Owner's personnel to be instructed (designate supervisor if required).

_____

_____

Contractor's Representative/Construction Managers Representative to maintain and complete this report during course of instruction.

Instruction Log						
Date	Hours	Material Covered	Instructor Initials	Owner's Personnel Receiving Instruction	Personnel Initials	Comments

Total Hours Completed: _____ Instructor's Signature: _____

Date Instruction Completed: _____ Owner's Signature: _____

Distribution: ❑ Owner ❑ Architect ❑ Construction Manager ❑ Contractor

END INSTRUCTION REPORT

DIVISION 10

SPECIALTIES

SECTION 10 14 63
DIGITAL SIGNAGE SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes delivery and installation of a turnkey digital signage system including hardware and software for a new 30 courtroom facility.

B. Coordination with building Contractor, Architect and Owner required.

1.2 SUBMITTALS

A. Vendor required to submit shop drawings for review and approval by building Contractor, program manager and Architect.

1.3 QUALITY ASSURANCE

A. Qualifications:
   1. Vendor must have been business for 5 years with proof of successful installations of systems with the same features as indicated in Part 2.

1.4 WARRANTY

A. Warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents

B. Technical Support: One year from Date of Substantial Completion with subsequent annual renewable option.

C. Hardware: Two years from Date of Substantial Completion.

D. Software: Provide system updates free of charge for five years from Date of Substantial Completion with option for support subscription thereafter.

PART 2 - PRODUCTS

2.1 VENDOR PROVIDED

A. Vendor to provide a turnkey system including hardware and software for a new 30 courtroom facility. Functionality desired includes:
   1. Court docket display system
      a. Announcement display screen array (DMM) at building entry that lists all defendant and respondent names, courtroom number, floor and time of hearing in both English and Spanish.
      b. Corresponding screen at each courtroom (DDM) listing the day's docket with defendant and respondent names and hearing time, name of court and judge, in both English and Spanish.
      c. Computer at the information desk with read-only ability to view daily dockets for one year into the future.
      d. Court docket scheduling software installed on court administrator's and assistant court administrator's computers in each court chambers.
      e. System to be seamlessly compatible with Owner’s existing court docket system, Odyssey.
      f. Main server for court scheduling system to be installed in MDF room.

   2. Interactive building directory display (DBG)
      a. Touch screen controlled.

b. Includes interactive building map plus listing of departments and courts by floor and for building
c. Use pictograms as much as possible to communicate. When written language is needed, include in both English and Spanish.
d. Include capability for vision impaired users.
e. One monitor on each of seven floors.

3. Announcement boards (DWFM)
a. Capability for user to program and display unique multiple-page information for public information.
b. Software to allow users to create multiple different screen designs, colors, fonts and to incorporate photos (.jpg images).
c. Locations in County Clerk office (3), District Clerk office (4), in first floor lobby across from information desk (3), adjacent to Jury Check-in kiosks.
1) County Clerk boards to be controlled from 1C-122.
2) District Clerk boards to be controlled from 2C-121.
3) First Level lobby boards to be controlled from 1B-126.
4) Jury Check-in boards to be controlled from 2A-107.
5) Confirm location of controls with Architect.

4. All cabling, mounts and other materials required for complete installation.
5. All systems to be connected by a parent system in case of a mass communication need, either in a sudden emergency situation or if building-wide information needs to be disseminated over the course of a period of time.

2.2 HARDWARE:

A. Monitors (nominal minimum sizes) with thin to ultrathin edges:
1. Entry array (DMM): 65 inches in width, each.
2. Courtroom entry (DDM): 22 inches in width, each.
3. Building Directory (DBG): 43 inches in width, each.
4. Announcement boards (DWFM): 55 inches in width, each.
5. Black edges.

B. System must be able to function for a minimum of sixteen hours per day.
1. Provide latest models of new monitors from a reputable manufacturer with sales and service facilities in the United States.
2. Provide equipment that is UL certified and meets requirements of the United States Federal Communications Commission (FCC).

C. Mounting system for each monitor, array or kiosk to be included.
1. Entry array (DMM)
a. Vertical 4” diameter brushed stainless steel columns
b. Secured above ceiling and to floor
c. Ceiling mounts to be installed prior to building Contractor installing finished ceiling
d. Cabling fed through columns
e. Provide metal back panel
1) For tamper resistance of connections
2) Allow for Air flow to monitor
3) Provides torque stabilization of monitor on column
4) Finish to be approved by Architect.

2. Courtroom entry (DDM)
a. Recessed in entryway pilaster paneling

3. Building Directory (DBG)
a. Provide custom box around monitor
1) To hide mount and connections
2) In laminate or metal to coordinate with wall paneling.
3) Finish to be approved by Architect.

4. Announcement boards (DWFM)

a. Wall or ceiling mount as shown on drawings
b. Devise solution to minimize tamper ability of connections

PART 3 - EXECUTION

3.1 DELIVERY AND INSTALLATION

A. Complete systems included.

B. Vendor to immediately coordinate with building Contractor to identify blocking, electrical, data and any other supporting requirements.

3.2 DEMONSTATION AND TRAINING

A. Vendor to conduct in-person system instruction to staff with instructional handouts for each attendee.
   1. Train Owner representative to use software as required.

B. Review service and support contracts.

HIDALGO COUNTY, TX

NEW COUNTY COURTHOUSE

PROJECT NO. 10085982 TDLR REGISTRATION NO. EABPRJB9800000

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

100% CD - BID SET

DATE: SEPTEMBER 23, 2020

DIGITAL SIGNAGE PACKAGE

PROCUREMENT AND INSTALLATION OF
DIGITAL SIGNAGE AND OTHER ITEMS



FFE/ SIGNAGE/ DIGITAL SIGNAGE:

HDR ARCHITECTURE INC.,

DIGITAL SIGNAGE SHEET INDEX:

DIGITAL SIGNAGE

AG-501	LEVEL 1 PLAN - OVERALL - DIGITAL SIGNAGE
AG-502	LEVEL 2 PLAN - OVERALL - DIGITAL SIGNAGE
AG-503	LEVEL 3 PLAN - OVERALL - DIGITAL SIGNAGE
AG-504	LEVEL 4 PLAN - OVERALL - DIGITAL SIGNAGE
AG-505	LEVEL 5 PLAN - OVERALL - DIGITAL SIGNAGE
AG-506	LEVEL 6 PLAN - OVERALL - DIGITAL SIGNAGE
AG-507	LEVEL 7 PLAN - OVERALL - DIGITAL SIGNAGE

HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX
NEW COUNTY
COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	MARTIN AGUIRRE

MARK	DATE	DESCRIPTION

Project Number	10085982
Issue Date	09/23/20

Sheet Name
SHEET INDEX

Scale

Sheet Number
G-004E

Project Status
100% CONSTRUCTION DOCUMENTS

9/23/2020 5:39:48 AM

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KEY

- ### Digital Signage

GENERAL SHEET NOTES:

1. SIGN TYPE USE FOR ALL LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

2. REFER TO SPECIFICATION SECTION 10 14 63 FOR COMPLETE INFORMATION.

3. LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

4. CONTRACTOR IS TO PROVIDE ALL NECESSARY BLOCKING, BACKING, CONDUIT AND BACK BOXES WHERE POWER IS REQUIRED, OR OTHER SUPPORTS FOR ALL SIGNAGE, EQUIPMENT, ETC., INCLUDING THOSE ITEMS PROVIDED BY OWNER. VERIFY MOUNTING REQUIREMENTS AND INFRASTRUCTURE LOCATIONS WITH SPECIFIC EQUIPMENT, ACCESSORIES AND DEVICES SELECTED. REFER TO 'IF' SERIES SHEETS FOR WALL-MOUNTED FURNISHINGS THAT MAY NOT BE SHOWN ON FLOOR PLANS.

1 LEVEL 1 PLAN - OVERALL - DIGITAL SIGNAGE
3/32" = 1'-0"

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HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX
NEW COUNTY
COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
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Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 1 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

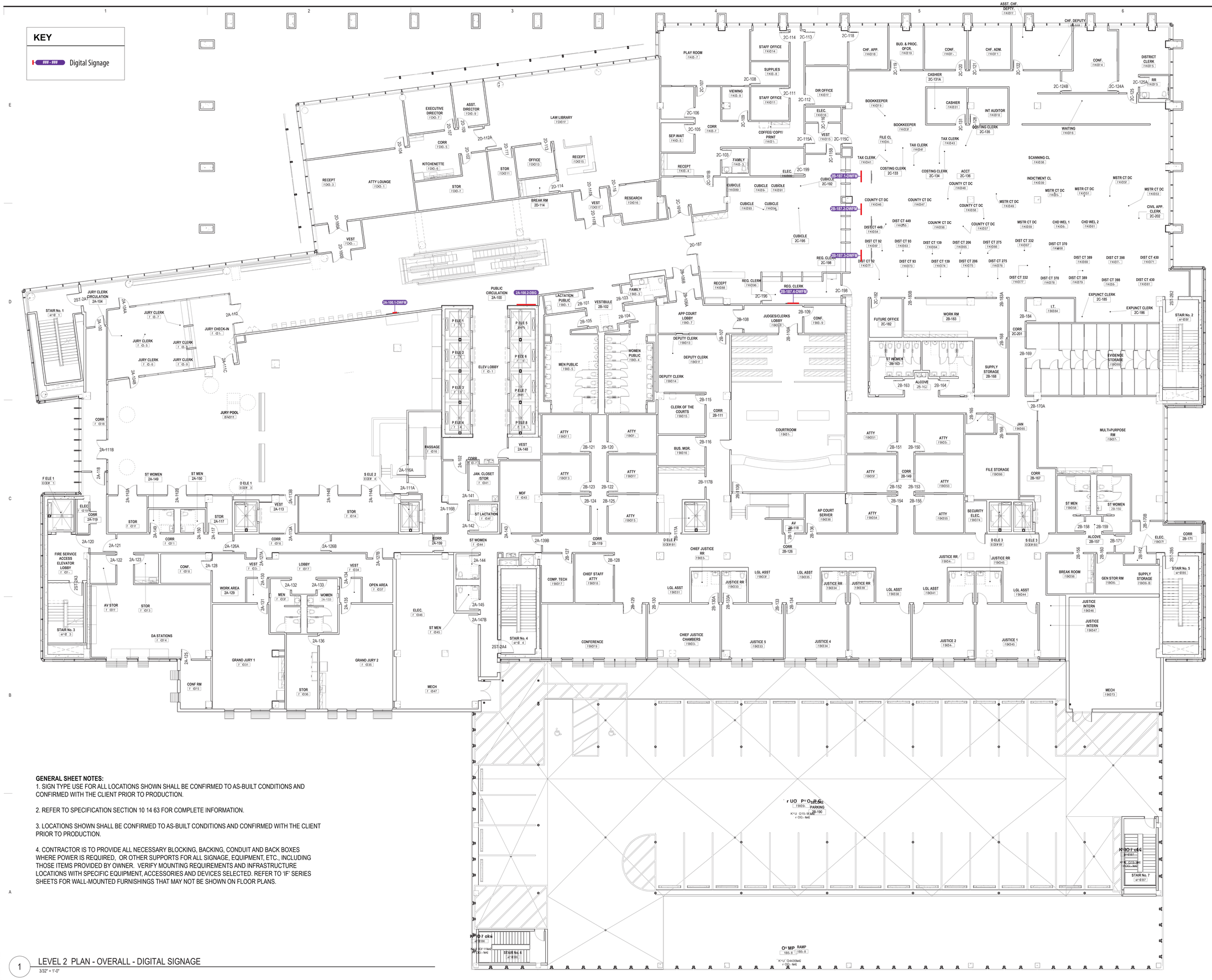
3/32" = 1'-0"

Sheet Number

K-501

Project Status

100% CONSTRUCTION DOCUMENTS



GENERAL SHEET NOTES:

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1 LEVEL 2 PLAN - OVERALL - DIGITAL SIGNAGE

3/32" = 1'-0"

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HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX NEW COUNTY COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

THE COUNTY OF HIDALGO TEXAS

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
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Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

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Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 2 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

3/32" = 1'-0"

Sheet Number

Y €-502

Project Status

100% CONSTRUCTION DOCUMENTS

KEY

- ### Digital Signage

GENERAL SHEET NOTES:

1. SIGN TYPE USE FOR ALL LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

2. REFER TO SPECIFICATION SECTION 10 14 63 FOR COMPLETE INFORMATION.

3. LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

4. CONTRACTOR IS TO PROVIDE ALL NECESSARY BLOCKING, BACKING, CONDUIT AND BACK BOXES WHERE POWER IS REQUIRED, OR OTHER SUPPORTS FOR ALL SIGNAGE, EQUIPMENT, ETC., INCLUDING THOSE ITEMS PROVIDED BY OWNER. VERIFY MOUNTING REQUIREMENTS AND INFRASTRUCTURE LOCATIONS WITH SPECIFIC EQUIPMENT, ACCESSORIES AND DEVICES SELECTED. REFER TO 'IF' SERIES SHEETS FOR WALL-MOUNTED FURNISHINGS THAT MAY NOT BE SHOWN ON FLOOR PLANS.

A 1 LEVEL 3 PLAN - OVERALL - DIGITAL SIGNAGE

3/32" = 1'-0"

HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX
NEW COUNTY COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

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Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 3 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

3/32" = 1'-0"

Sheet Number

K 503

Project Status

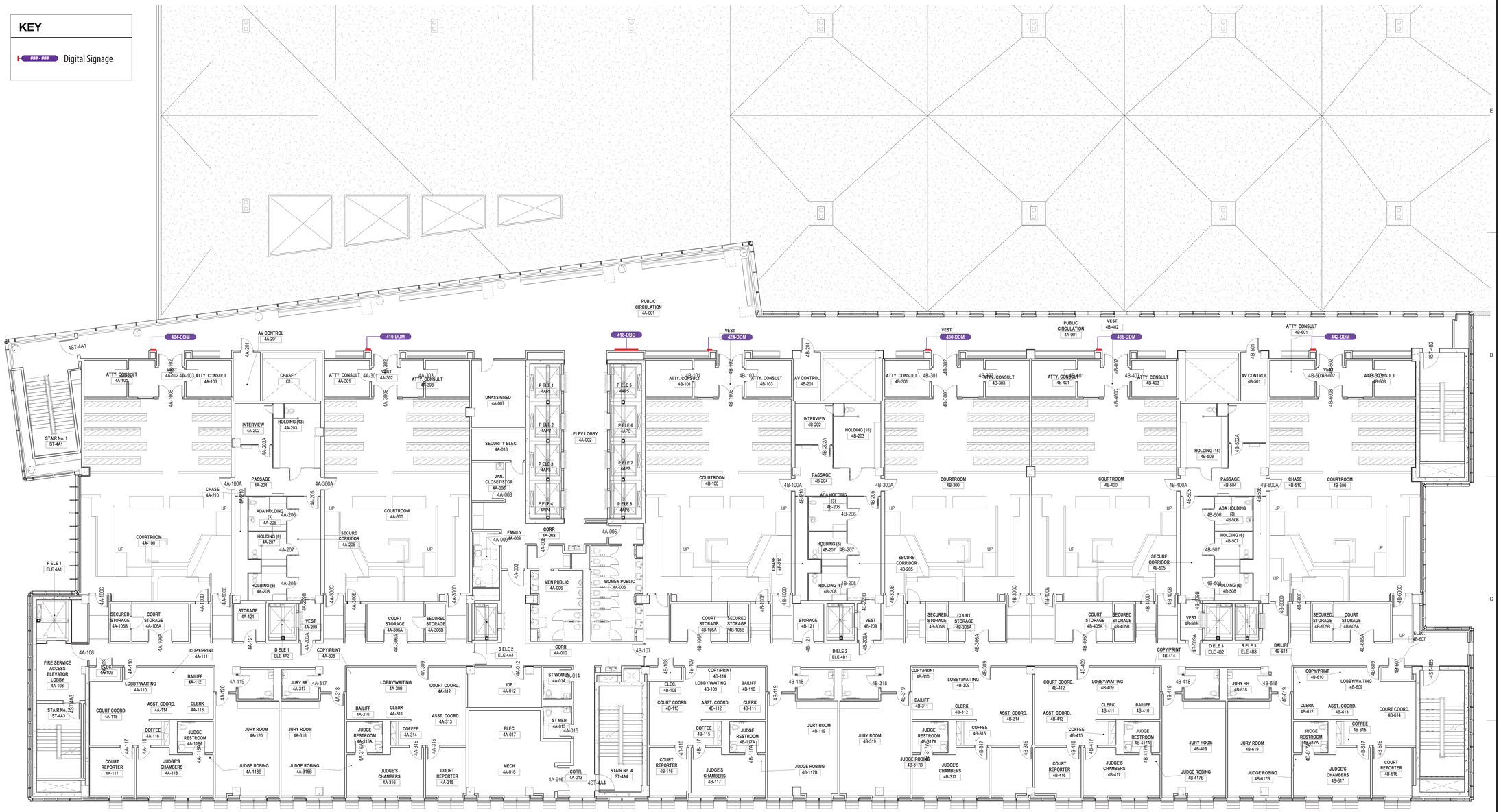
100% CONSTRUCTION DOCUMENTS

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KEY

- ### Digital Signage



1 LEVEL 4 PLAN - OVERALL - DIGITAL SIGNAGE

3/32" = 1'-0"

GENERAL SHEET NOTES:

1. SIGN TYPE USE FOR ALL LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

2. REFER TO SPECIFICATION SECTION 10 14 63 FOR COMPLETE INFORMATION.

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HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX NEW COUNTY COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 4 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

3/32" = 1'-0"

Sheet Number

K-504

Project Status

100% CONSTRUCTION DOCUMENTS

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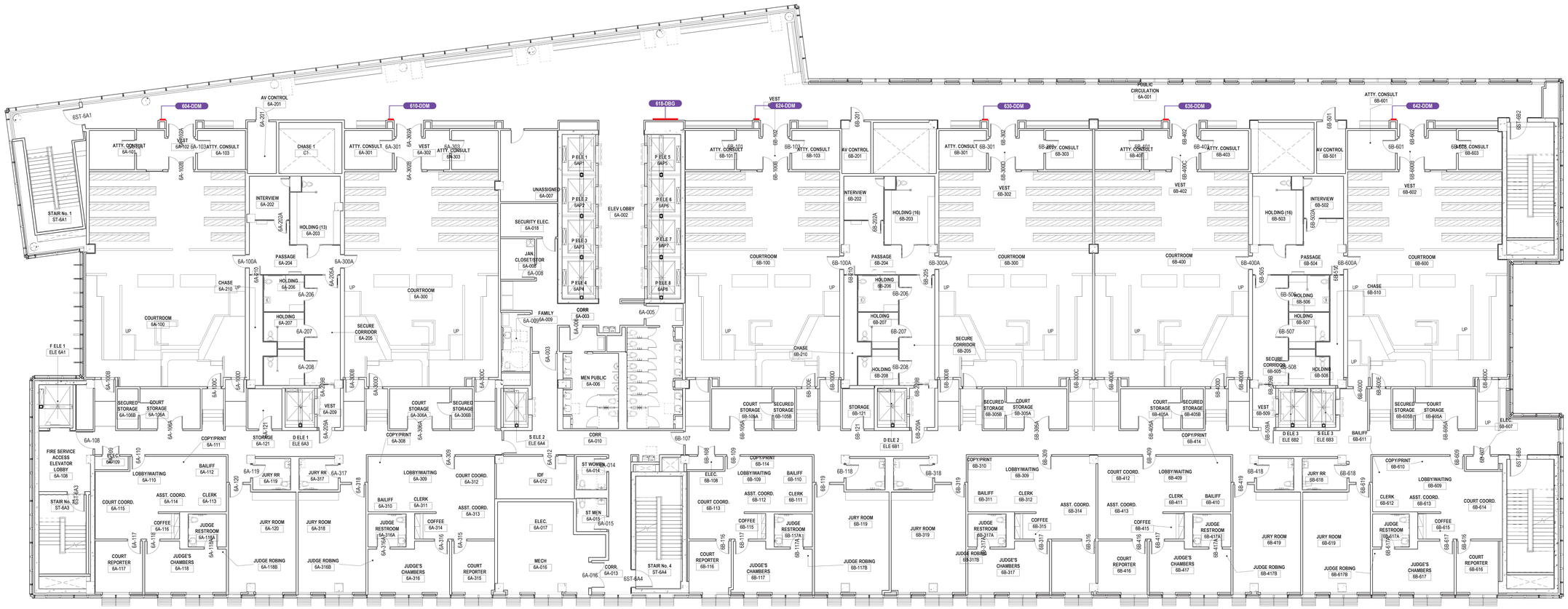
KEY

- ### Digital Signage



KEY

- ### Digital Signage



1 LEVEL 6 PLAN - OVERALL - DIGITAL SIGNAGE

3/32" = 1'-0"

GENERAL SHEET NOTES:

1. SIGN TYPE USE FOR ALL LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

2. REFER TO SPECIFICATION SECTION 10 14 63 FOR COMPLETE INFORMATION.

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HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX
NEW COUNTY
COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

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Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 6 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

3/32" = 1'-0"

Sheet Number

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Project Status

100% CONSTRUCTION DOCUMENTS

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KEY

- ### Digital Signage



1 LEVEL 7 PLAN - OVERALL - DIGITAL SIGNAGE

3/32" = 1'-0"

GENERAL SHEET NOTES:

1. SIGN TYPE USE FOR ALL LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

2. REFER TO SPECIFICATION SECTION 10 14 63 FOR COMPLETE INFORMATION.

3. LOCATIONS SHOWN SHALL BE CONFIRMED TO AS-BUILT CONDITIONS AND CONFIRMED WITH THE CLIENT PRIOR TO PRODUCTION.

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HDR ARCHITECTURE INC.,
8750 N. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TX 75231

DIGITAL SIGNAGE PACKAGE

HIDALGO COUNTY, TX NEW COUNTY COURTHOUSE

COURTHOUSE SQUARE
EDINBURG, TEXAS 78539

Project Manager	JOHN NIESEN
Project Designer	KATE DIAMOND
Project Architect	BARRY PETERSON
Landscape Architect	TREY HEATON
Civil Engineer	CHET LEUGERS
Structural Engineer	JOEL GALINDO
Mechanical Engineer	TREY MURRAY
Electrical Engineer	JOSE GONZALEZ
Interior Designer	LAURA WARREN
Equipment Planner	PAOLA CONTRERAS
Wayfinding	CHARLEA INGRAM
Drawn By	CHARLEA INGRAM

Project Number	10085982
Issue Date	09/23/20

Sheet Name

LEVEL 7 PLAN - OVERALL - DIGITAL SIGNAGE

Scale

3/32" = 1'-0"

Sheet Number

K-507

Project Status

100% CONSTRUCTION DOCUMENTS

EXHIBIT "A"

Hidalgo County
"Procurement and Installation of digital signage and other items"
BID No. 2020-506-11-18-HAG

SPECIFICATIONS/REQUIREMENTS

Hidalgo County is seeking qualified companies to establish a contract for "Procurement and Installation of digital signage and other items". "Specification and requirements include, but are not limited to, those included in the HDR Project Documents Construction Manual."

TERMS & CONDITIONS

1. The term of the bid contract will be in effect through **December 31, 2021**, or until satisfactory delivery and acceptance of products and/or performance of services ordered, have been rendered and completed. This Agreement may be extended upon written agreement of the parties. Termination of the agreement shall not affect any applicable warranties.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County is seeking a single vendor/dealer to provide the good/service; however, Hidalgo County reserves the right to award to one or to MULTIPLE vendors/dealers if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the lowest bid.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or

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expenses shall be passed onto Hidalgo County.

12. **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications). By submitting a response to this Request, Submitter certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

13. **DAVIS BACON ACT or HIDALGO COUNTY ADOPTED PREVAILING WAGE RATE: (If Applicable)** In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (Davis Bacon Act rates or the rates adopted by the County of Hidalgo) when advertising and developing project specifications.

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

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County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO hector.garcia1@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, NOVEMBER 11, 2020 BY 5:00 P.M.** Responses will be sent to all applicants via e-mail by no **later than FRIDAY, NOVEMBER 13, 2020 BY END OF DAY.**

3. **PRE-BID CONFERENCE:**
Please be advised that due to the current COVID-19 pandemic, physical attendance at the Pre-Bid Conference and bid-opening meeting is subject to parameters specified in any governmental Orders applicable at the time. For your convenience, the County has made virtual attendance available via online portal, and information regarding the same will be provided to all contractors having received a bid packet

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from Hidalgo County prior to the respective event.

A pre-bid conference has been scheduled for: **TUESDAY, OCTOBER 13, 2020 @ 09:30 AM**– via Zoom. The link to the video conference and pertaining details will be provided upon request of RFB Packet. The purpose of this meeting is to go over expectations of the contract and ensure that the contract terms and conditions are understood.

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EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Procurement and Installation of digital signage and other items"
BID NO. 2020-506-11-18-HAG

- For completion of Exhibit "B" Bid Page please refer to HDR's Bid Form found in the "Construction Documents Project Manual"

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Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone No. _____Fax No._____Cell No. _____

Email address:_____

Authorized Signature:_____

Printed Name:_____

EXHIBIT “C”
INSURANCE REQUIREMENTS

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 and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar ($500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, 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 auto liability limits set forth immediately above;

4. **Workers Compensation Insurance**: 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. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
- *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. 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.
f. 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 of 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.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

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.

Exhibit "E"

Vendor/Bidder Application

W9

HUB/DBE

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here Signature of U.S. person ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, *later.*

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,* later, 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 Pub. 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 24% 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 instructions for Part II 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,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

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,* later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester,* later, 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. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. 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]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. 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:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* 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”

TITLE VI

APPENDICES

Revised title to include “Title VI”
09/05/17 as requested by Hidalgo County District Attorney’s Office-Civil Section

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 "H"

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

I. **Remedies.**

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termiuation, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as snpplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

   In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

   The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(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 County of Hidalgo 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."

6. **Rights to Inventions Made Under a Contract or Agreement.**

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or orgauization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or ou 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 tbe 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 tbe 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 Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require tbat the language of this certification be included in the award documents for all subawards at all tiers (including snbcontracts, subgrants, and contracts under grants, loans, aud 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 tbis 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 (as amended by tbe Lobbying Disclosure Act of 1995). Auy person who fails to file the required certification shall be subject to a civil penalty of uot less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal eutity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit "I"

FHWA 1273

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

T h i s p r o v i s i o n i s 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

T h i s p r o v i s i o n i s 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.

EXHIBIT "J"
PROPOSER'S AFFIDAVIT

Exhibit "J"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires: _____, 20____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-20-506-XX-XX

THIS CONTRACT is made and entered into this **____ day of _____ 2020,** by and between the **County of Hidalgo, Texas** ("**County**"), and **_____** ("**Company**").

WHEREAS, County requested responses to notices for: **"Procurement and Installation of digital signage and other items"** on an as needed basis for the County of Hidalgo (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein by reference for all purposes ("Procurement Packet"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"**, ("Response") and is incorporated herein by reference for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A" Procurement Packet and Company's Response. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its 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. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be

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in violation of any terms or conditions of said contract.

3. **Term.** The term of this contract will be in effect through **December 31, 2021**, or until satisfactory delivery and acceptance of products and/or performance of services ordered, have been rendered and completed. This Agreement may be extended upon written agreement of the parties. Termination of the agreement shall not affect any applicable warranties. Hidalgo County also 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 of award for the next term and under the same rates, terms and conditions.

4. **Licenses**. 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. 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.

7. **Consideration**. 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance**: Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the

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duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. **Indemnification. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. **Assignment**. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Independent Contractor**. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. **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.

13. **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.

14. **Notice**. 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:

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If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: _____
_____
_____

15. **Provisions**. 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.

16. **Termination**. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

17. **Successors**. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's 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 a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

20. **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

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set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

21. 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.

22. **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

23**.** **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

24. **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.

25. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or 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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

26. **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.

27. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

DRAFT

[SIGNATURE PAGE TO FOLLOW]

DRAFT

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____

Richard F. Cortez, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

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

By: _____
Robert Viña, III
Assistant District Attorney

DRAFT

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

DRAFT

EXHIBIT B
BID PAGE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

HIDALGO COUNTY

REQUEST FOR BIDS

"Procurement and Installation of digital signage and other items"

RFB No.: 2020-506-11-18-HAG

RFB SUBMITTAL CHECKLIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Last Page of Legal Notice

_____ Exhibit "C"-Insurance Requirement Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)

_____ Exhibit "E" – Vendor/Bidder Application - W-9 Form – HUB/DBE

_____ Exhibit "F" – Certification Regarding Debarment

_____ Exhibit "H" – Required Contract Clauses for Contracts Under Federal Award 2 – CFR 200, Appendix II & FEMA (if applicable)

_____ Exhibit "J" – Proposer's Affidavit

_____ SAMS.gov Registration Acknowledgement

_____ One (1) Original (original must be one (1) sided and clearly marked as original) and one (1) Electronic Copy in PDF format including Exhibit B-Bid Page

_____ _____

Signature Date