THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-21-0833-03-08

THIS AGREEMENT is made and entered into this **08th** day of **March, 2022**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **CONSOR ENGINEERS, LLC**, Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, County requested responses to notices for: **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"** for the County of Hidalgo (hereinafter referred to as the **"Project"**). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes ("Procurement Packet"); and

WHEREAS, Owner provided a Scope of Work by Hidalgo County is attached hereto as **Exhibit "B"**, and is incorporated herein for all purposes.

WHEREAS, Engineer submitted a Statement of Qualifications to provide services in accordance with the specifications as provided, a copy of the Engineer's response to the Procurement Packet is attached hereto as **Exhibit "C"**, ("Response" or "SOQ") and is incorporated herein for all purposes; and;

WHEREAS, Engineer represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Engineer's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Engineer.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "B**", attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "C" (SOQ & Scope of Services to be Provided by Engineer)**, attached hereto.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year(s),** commencing, ***March 08, 2022,*** expiring, ***March 07, 2023*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

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

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Authorization,** as described in

Article 7, the **Owner** shall review the approved **Work Authorization** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Authorization**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Authorization** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBITS "A" and "C"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"**- ***Contract Rates***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBITS "A" and "C"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" – ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be

only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "A" and "C",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, and Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "C"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "C"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free

from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and

production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "C"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without

liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	CONSOR Engineers, LLC
Attn: County Judge	Attn: Zina Schwartz
100 E. Cano, Second Floor	15310 Park Row
Edinburg, Texas 78539	Houston, Texas 77084

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Nondiscrimination. Engineer, 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. 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 part of this agreement for all purposes.

ARTICLE 32. Additional Documents. The **Engineer** and **Owner** 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.

ARTICLE 33. Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to 2 CFR 200.237, 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.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON MARCH 08, 2022.

Agenda Item No. _____

Executive Office: _____

ENGINEER:
CONSOR Engineers, LLC

_____
Zina Schwartz, PE, Executive Vice President

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

_____
Robert Viña, III, Assistant District Attorney

COUNTY:
COUNTY OF HIDALGO

_____
Hon. Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:
(If applicable)

EXHIBIT A – County's RFQ/P Procurement Packet
EXHIBIT B – Scope of Services to be Provided by Owner
EXHIBIT C – Engineer's Statement of Qualifications in Response to County's Request & Scope of Services to be Provided by Engineer
EXHIBIT D – Contract Rates
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance

Exhibit A

Requirements/County's Request for Qualifications/Proposals

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

November 19, 2021

RE: ADDENDUM NO. 1
For RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

Dear Respondents:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's Request for Qualifications/Proposals for **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".**

If you do not receive all items listed in **ADDENDUM NO. 1** please notify us immediately via email at hector.garcia1@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4857.

A submission response to this Request for Competitive Sealed Bids may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 1** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Dina R. Treviño
Hidalgo County Assistant Purchasing Agent

Enclosures

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

November 19, 2021

ADDENDUM NO. 1

RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

PLEASE NOTE THE FOLLOWING REVISIONS HAVE BEEN MADE:

- RFQ/P No. 21-0833-11-17-HAG "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse" has been renamed to the following:
  - **RFQ/P No. 21-0833-12-15-HAG "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"**
- RFQ/P timeline has been revised as follows:
  - Release Date – Friday, November 19, 2021
  - Questions Due Date and Time – Monday, December 06, 2021 @ 5:00PM
  - Answers Due Date and Time – Thursday, December 09, 2021 @ EOD
  - Bid Opening Date and Time – Wednesday, December 15, 2021 @ 09:30AM

I acknowledge receipt of ADDENDUM NO. 1 dated, November 19, 2021, for the Request for Qualifications/Proposals for "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".

BY: _____
Signature
Print Name: _____
Company Name: _____
Date: _____

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

December 09, 2021

RE: ADDENDUM NO. 2
For RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

Dear Respondents:

Attached you will find **ADDENDUM NO. 2,** in connection with Hidalgo County's Request for Qualifications/Proposals for **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".**

If you do not receive all items listed in **ADDENDUM NO. 2** please notify us immediately via email at hector.garcia1@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4857.

A submission response to this Request for Qualifications/Proposals may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 2** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Dina R. Treviño
Hidalgo County Assistant Purchasing Agent

Enclosures

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

December 09, 2021

ADDENDUM NO. 2

RFQ/P NO. 21-0833-12-15-HAG

"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

PLEASE NOTE THE FOLLOWING IS TO PROVIDE CLARIFICATION REGARDING THE PROCUREMENT PROCESS AND EVALUATION FOR THIS RFQ/P:

- An additional revised attachment has been included to provide some clarification regarding pgs. 30-31 of the procurement packet under **"Appendix B" – for the following sections:**
  - **Evaluation and Award Protocol**
  - **Evaluation Criteria**
  - **Evaluation Process**
- Pg. 105 of the procurement packet has been revised to reflect the following: **[Revised page attached]**
  - **EXHIBIT "A"**
    (RFQ/P)
    PROCUREMENT
    PACKET

- Hidalgo County is complying with Local Government Code - 2254.004 [Contract for Professional Services of Engineer] for this procurement process as detailed below.
  - Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR. (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:
  - (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
  - (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
  - (b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
  - (1) formally end negotiations with that provider;
  - (2) select the next most highly qualified provider; and
  - (3) attempt to negotiate a contract with that provider at a fair and reasonable price.
  - (c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.
  - Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 119, Sec. 1, eff. Sept. 1, 1997.

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- **PLEASE DO NOT SUBMIT A PROPOSAL WITH YOUR STATEMENT OF QUALIFICATIONS.**

I acknowledge receipt of ADDENDUM NO. 2 dated, December 09, 2021, for the Request for Qualifications/Proposals for "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".

BY: _____
Signature

Print Name: _____
Company Name: _____
Date: _____

EVALUATION PROCEDURE

ACCEPTANCE

It is Hidalgo County's intention that a**ll responses that demonstrate competence and qualifications** listed within this **procurement packet will be accepted.** Submission of a response to this procurement packet implies the Firm's acceptance of the Evaluation Criteria and Firm's recognition and acknowledgement that subjective judgments must be made by the Evaluation Committee.

EVALUATION AND AWARD PROTOCOL

The Purchasing Department will review all submissions for completion of all required items. All qualified submissions will be evaluated by the designated Evaluation Committee as appointed by Hidalgo County Commissioners' Court. The Evaluation Committee will review, score and evaluate the Statement of Qualifications received in response to this RFQ/P.

Once evaluations are complete, the Purchasing Department will present the Evaluation Committee's results before Commissioners' Court, and request authority to negotiate with the Number One ranked firm. If negotiations with the most highly qualified respondent are unsuccessful, negotiations will be ceased, and begin with the next most highly qualified respondent until a fair and reasonable priced contract can be awarded.

Award shall be made to the highest qualified responsible vendor once a proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the Evaluation Criteria as stated in **Appendix "B"**.

EVALUATION CRITERIA

Phase One: Qualifications

Qualified firms shall meet all procurement related requirements and their submission shall demonstrate their qualifications, competence, and experience. The submissions will be evaluated based on the following criteria:

1. Professional qualifications in the areas of engineering specified;
2. Experience engineering, bidding, and inspecting similar projects;
3. Experience with similar grant funded projects (TxDOT, federal, or other);
4. Experience with other clients of similar size to Hidalgo County and government entities;
5. Vendor's professional reputation for integrity and compliance with state and federal law, including having the appropriate license to do business in Texas;
6. Overall performance record based upon references submitted;
7. County's prior experience with the firm; and
8. Capacity to perform all services outlined in this request.

Phase Two: Proposal

The highest qualified vendor shall submit an itemized proposal delineating their proposed solution and cost for each section/phase. The submissions will be evaluated based on the following criteria:

1. Pricing;
2. Ability to commit a qualified team, resources and turnaround time for services requested
3. Past performance history with Hidalgo County (if applicable);
4. Experience based on references submitted with the vendor's proposal; and
5. Overall quality of Proposal

EVALUATION PROCESS

All submissions will be examined by the selected Evaluation Committee consisting of various Hidalgo County personnel and Hidalgo County Purchasing Department on a 100-point system.

Submissions that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration; however, Hidalgo County reserves the right to waive technicalities and accept such submission if it is determined to be in the best interest of Hidalgo County.

While Hidalgo County appreciates a brief, straightforward, concise submission, the Participant must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the Participant. The submitted response may be incorporated into any contract which results from this procurement packet. Participating Firms are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of the Firm to meet such claims will result in a requirement from the Firm to provide the resources necessary to meet submitted claims, without extending an additional cost to Hidalgo County.

Hidalgo County Purchasing Department may initiate discussions with Participating Firms; however, Participating Firms may not initiate discussions with any other department outside the Hidalgo County Purchasing Department during the procurement process without the express permission from the Hidalgo County Purchasing Department. Hidalgo County Purchasing Department may disqualify any Participating Firm who has made site visits, contacted Hidalgo County personnel or distributed any literature without authorization from Hidalgo County Purchasing Department.

All correspondence relating to this Project from the advertisement to the award shall be sent to Hidalgo County Purchasing Department. Hidalgo County Purchasing Department shall coordinate all presentations and/or meetings between Hidalgo County and the Participating Firm as it relates to this solicitation.

If necessary, selected Firms will be expected to make a presentation to an Evaluation Committee. In addition to a presentation, visits by the Evaluation Committee to Participating Firm's client sites may be conducted where the proposed solution can be demonstrated in a production environment. Proposals, firm presentations and product/service evaluations may develop into negotiating sessions with the Participating Firm(s) as selected by the Evaluation Committee and approved by Hidalgo County Commissioners Court.

NEGOTIATION PROCESS

The Purchasing Department will commence negotiations with the Number One (1) ranked firm, as approved by Hidalgo County Commissioners Court. Hidalgo County expects to conduct negotiations with authorized representatives from the Firm whom are authorized to contractually obligate the Firm with an offer. The negotiated contract, including a Best and Final Offer from the successful Firm will be presented to Commissioners' Court for consideration and approval of award of contract. If the selected Firm is unable to agree to contract terms and conditions, Hidalgo County reserves the right to terminate contract negotiations with that Firm and initiate negotiations with the next most highly qualified Firm, until a fair and reasonable priced contract can be awarded.

EXHIBIT "A"

(RFQ/P) PROCUREMENT PACKET

DRAFT

HIDALGO COUNTY
PROCUREMENT PACKET

Request for Qualifications/Proposals
RFQ/P No: 21-0833-12-15-HAG

"TRAFFIC ENGINEERING CONSULTING AND OTHER SERVICES – NEW HIDALGO COUNTY COURTHOUSE"

Acceptance Due Date:
Wednesday, December 15, 2021 at 09:30am

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

Project Contact Information:

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

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

November 19, 2021

Company Name

Authorized Representative

Address

City

State, Zip Code

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS/PROPOSALS: RFQ/P NO. 21-0833-12-15-HAG
TRAFFIC ENGINEERING CONSULTING AND OTHER SERVICES – NEW HIDALGO COUNTY COURTHOUSE

Dear Prospect Vendor:

Hidalgo County Purchasing Department welcomes and appreciates your participation in this project.

Enclosed please find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications.

The items listed on the Table of Contents shall be found in this procurement packet that is attached herewith. Should you find that any of the listed items are not attached in their entirety, please contact the Contract Specialist listed on the cover page to advise of the missing documentation, and it will be emailed to you.

If any further assistance is required, please do not hesitate to call the Purchasing Department.

Sincerely,

Dina R. Treviño
Hidalgo County Assistant Purchasing Director

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: _____ **Contact Person:** _____
Telephone: _____ **Email:** _____

RE: RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- ☐ We intent to respond to this solicitation.
- ☐ We decline to respond to this solicitation because:
  - ☐ Could not meet specifications.
  - ☐ Items or materials requested not manufactured by us.
  - ☐ Items or materials requested not available to our company.
  - ☐ Insurance requirements are too restricting.
  - ☐ Bond requirements are too restricting.
  - ☐ The scope of services are not clearly understood or applicable (too vague, too rigid, etc.).
  - ☐ The project is not suited to our organization.
  - ☐ Quantities are too small.
  - ☐ Insufficient time allowed for preparation of response.
  - ☐ Other (please specify): _____
    _____
    _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: Hector A. Garcia
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: Hector A. Garcia, Contract Specialist III,
hector.garcia1@co.hidalgo.tx.us
CC: Betsy Roque, Division Manager,
betsy.roque@co.hidalgo.tx.us

TABLE OF CONTENTS

This procurement packet includes the components marked below. If the item is not checked, it is not applicable to this solicitation. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to this procurement packet before submitting a response.

X	1		Invitation Letter ……..…..	2
X	2		Notice of Intent to Respond ……...……	3
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PROCUREMENT OVERVIEW

PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFQ/P. Further, the Respondent is responsible for providing any and all relevant information necessary to establish qualifications of the Firm. Failure to do so will be at the Respondent's risk, and may result in rejection of the qualification as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as "**COUNTY**") shall follow the two-step process as indicated in Appendix "B" herein. First, the County will be accepting Statement of Qualifications ("SOQ") from qualified firms with extensive experience and expertise in Traffic Studies, Plans and Management technical areas to provide professional consulting services. Sealed qualifications will be received for "**Hidalgo County** (including all funding sources, programs, and entities) **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"**, in accordance with the requirements attached hereto as **Appendix "A"**. The qualifications should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall qualification. Second, the County will then seek proposals as provided in Appendix "B" herein.

Hidalgo County is requiring all submitted qualifications to remain firm for a minimum of ninety (90) days after the RFQ/P opening.

PURPOSE

The purpose of this solicitation is to enter into a Professional Service Agreement with a qualified and experienced firm to complete a Traffic Impact Analysis, which would include planning, inspecting and management for the following, but not limited to areas:

- New Hidalgo County Courthouse - Sally Port Entrance/Exit
- New Hidalgo County Courthouse - Judiciary Entrance/Exit
- Cano St (East & West)
- 10th Ave (North & South)
- 12th Ave (North & South)
- McIntyre St (East & West)

PROJECT GOALS AND SCOPE

The selected Firm shall be responsible for the development and completion of a Traffic Impact Analysis for Hidalgo County in which would assess all current and future traffic impacts, including, but not limited to.

1. Review and assess existing vehicular, pedestrian and parking demand.
2. Review and assess anticipated vehicular, pedestrian and parking demand
3. Review and assess the impacts of any road closures.

4. Identify any and all potential adverse traffic impacts to the existing area street network within one mile radius of the New Hidalgo County Courthouse.
5. Identify transportation improvements, which would mitigate potential adverse traffic impacts to mobility within the study area.
6. Assist Hidalgo County in identifying improvement opportunities for traffic controls, roadway capacity improvements, pedestrian facilities (cross walks, curb ramps, sidewalks, parking facilities, transit bus stops, fire station operations and other elements as they relate to safe traffic operations.
7. Assist Hidalgo County with providing responses to RFI's received.
8. Assist Hidalgo County with the planning, inspecting and managing of the construction/implementation phase.
9. Coordinate with Texas Department of Transportation [TxDOT] and/or any other required government entities as necessary.

GENERAL REQUIREMENTS

One (*1*) original, and **one (1) USBs** in **original PDF** format. Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix "N"**.

SUBMISSION DEADLINE AND BID OPENING

All submissions must be received on or before Wednesday, December 15, 2021 at 09:30am. **Any submission received after this deadline will not be accepted and will be returned to sender.**

BID OPENING STREAMING

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live stream:
https://hidalgocounty.zoom.us/j/86543871112?pwd=UmlGREFPWXNpNlVFRS9pWjFlcUQwUT09
Meeting ID: 865 4387 1112
Passcode: 413036

Dial by your location: +1 346 248 7799 US (Houston)
To find your local number: https://hidalgocounty.zoom.us/u/kcEzSlJvRl
Join by SIP: 86543871112@zoomcrc.com

HAND DELIVERED BIDS

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

DELIVER TO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the USB is clearly labeled**.

QUESTIONS AND ANSWERS

Questions must be submitted via email to hector.garcia1@co.hidalgo.tx.us by **Monday, December 06, 2021 at 5:00 P.M**. Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Thursday, December 09, 2021 (End of Day).** Telephone inquiries will not be accepted.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

NOTICE OF COMMUNICATION

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 this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "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.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and one (1) USB in PDF format. Original document must be submitted in a three-ring, loose-leaf binder with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. One (1) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFQ/P number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFQ/P number will be at risk for rejection.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list Sections I-VII and the contents of each section as listed in **Appendix "A"**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

_____ **Submission Cover Sheet** - Must include the following:
- Company Name, Company Address, Company Phone Number
- Project Name: Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse
- Procurement Number: RFQ/P No. 21-0833-12-15-HAG
- Opening Date: Wednesday, December 15, 2021
- Opening Time: 09:30am

_____ **Table of Contents**

_____ **Section I: Required Documents** (signed and filled) **and Executive Summary**

- **Executive Summary -** The summary should include:
  - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
  - Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with proposal and any future negotiations; and
  - Understanding of the Project

_____ • **Legal Notice Acknowledgement**

_____ • **Appendix "B" – Areas of Specialization**

_____ • **Appendix "C" – Insurance Requirements**
- Proof of Insurance
- Insurance Requirement Acknowledgement
- Project Requirements Acknowledgement

_____ • **Appendix "D" – Conflict of Interest Questionnaire**
- CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
- Form 1295

_____ • **Appendix "E" – Vendor Forms**
- Vendor Application
- HUB Declaration
- W-9

_____ • **Appendix "F" – Certification Regarding Debarment**
- Signed Certification
- SAM.gov Registration Acknowledgement

_____ • **Appendix "H" – Contracts Under Federal Award 2 – CFR 200**
- Byrd Anti-Lobbying Contract Clause
- 2 CFR 200 Certification

_____ • **Appendix "J" – Respondent's Affidavit**

_____ • **Appendix "L" – Deficiencies and Deviations Form (When Applicable)**

_____ • **Appendix "M" – References**

_____ • **Addenda (when applicable; see Addenda under Legal Notice)**

_____ **Section II: Vendor Information**

_____ **Section III: Vendor Experience and Qualifications**

_____ **Section IV: Scope of Services and Narrative of Proposed Services**

_____ **Section V: Legal Documents**

Section VI: Miscellaneous

LEGAL NOTICE

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County").

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (https://www.hidalgocounty.us/805/County-Administrative-Policies), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

1. **ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening.

2. **ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

3. **ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4. **ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**

5. **ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.

6. **AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us; "Carbon Copy:" and "Attention To:" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The 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. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. 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.

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 response to a request 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.

7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of $100,000 or more.

7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any

Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of $2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of $250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as "Commissioners Court") to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit **(Appendix "J")** must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

7.8 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.9 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.10 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 as listed in **Appendix "E"**.

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.
f. 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.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.11 Fair Wages. The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al*., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.12 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 the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, 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).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET"**. Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. 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 respondents 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. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

12. **COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

~~New Year's Day~~	~~Friday, January 01, 2021~~
~~Martin Luther King Day~~	~~Monday, January 18, 2021~~
~~President's Day~~	~~Monday, February 15, 2021~~
~~Good Friday~~	~~Friday, April 02, 2021~~
~~Memorial Day~~	~~Monday, May 31, 2021~~
~~Independence Day~~	~~Monday, July 05, 2021~~
~~Labor Day~~	~~Monday, September 06, 2021~~
~~Columbus' Day~~	~~Monday, October 11, 2021~~
~~Veterans' Day~~	~~Thursday, November 11, 2021~~
Thanksgiving	Thursday/Friday, November 25-26, 2021
Christmas	Thursday/Friday, December 23-24, 2021
New Year's Eve	Friday, December 31, 2021

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after

the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

14. FISCAL FUNDING. Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

15. FORCE MAJEURE. If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

16. GOVERNING LAW. This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

17. HIPAA COMPLIANCE. When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and

Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

18. **INDEMNIFICATION. The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless 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 directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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 Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror 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 Offeror.**

19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

    The successful respondent 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 procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (*2*) business days at no expense to the County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to medicate price volatility on a quarterly basis, on the quarter they're being requested for, then return

to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its own discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

28. **PAYMENT UNDER CONTRACT.** 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.

29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (*72*) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

    Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract.

For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

32. PROCUREMENT PACKET FORM COMPLETION. Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL".** For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

33. PROCUREMENT PACKET SUBMISSION. Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

34. PROOF OF BUSINESS. Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "D"**.

35. PURCHASE ORDER AND DELIVERY. The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly**.

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

36. QUALIFICATIONS OF OFFEROR. Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

37. RECYCLED MATERIALS. Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

38. REFERENCES. Offeror will provide a minimum of four (4) letters of reference from other

individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience. **One of the four references listed should be of a project that was canceled.** If Offeror prefers, Reference Form **Appendix "M"** may be used. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

39. SCANNED OR RE-TYPED RESPONSE. If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

40. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. SILENCE OF SPECIFICATIONS. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

42. SUBCONTRACTING. Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

43. TAXES. Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

44. TERM OF CONTRACTS. If the contract is intended to cover a specific time period, the term will be p in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (*a*) the term expires, or (*b*) participation is terminated by County with thirty (*30*) days written notice prior to cancellation with

or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, or (*c*) terminated by the County with thirty (*30*) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. TERMINATION. Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

46. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS. Hidalgo County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

47. USAGE REPORTS. Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

48. WAIVER OF SUBROGATION. Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

49. WARRANTIES. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

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LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia, Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFQ/P No. 21-0833-12-15-HAG

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: _____

Address: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Appendix A

REQUIREMENTS/SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

The required contents and limitations for the preparation of the RFQ/P are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted response.

Section I: UNDERSTANDING OF THE PROJECT (limited to 3 pages)
This section should demonstrate the respondent's understanding of the project needs, the work required, and any identify and local issues or concerns to demonstrate the firm's familiarity with the geographical area of County of Hidalgo.

Section II: VENDOR INFORMATION

a. **Vendor History** - This section should include Vendor's history, the firm's background and identify the principal officers. It should include an organization chart, and a description of project team organization and names of team members. Additionally, it should state the firm's commitment and ability to commence services immediately after successfully negotiating a contract for services, and a statement regarding their Affirmative Action Program.

b. Personnel and Staffing - This section should identify all members on the organizational chart, and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. A biographic summary provided with history of engineering licensure from the Texas Board of Professional Engineers and Land Surveyors for each proposed staff member (limited to one (1) page per team member), or any other licenses and certifications required by the State of Texas, and a one (1) page of a general list of projects with brief project summaries that respective proposed staff member was a part within the last 12 consecutive months, and identify their role in each project.

This section should also outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

c. Proof of Licenses and Certifications - This section will contain copies of any and all current state certifications and licenses with applicable seals, and any other applicable licenses and certifications as required by the State of Texas.

Section III: VENDOR EXPERIENCE AND QUALIFICATIONS (limited to 10 pages)

a. Competency - This section should demonstrate firm's competency and experience in, but not limited to the following areas: Traffic Engineering and Analysis, Roadway, Bridge, General Design and Construction, Federal, State, and County-funded construction projects, Solid Waste related projects, and Mechanical Engineering projects located within Hidalgo County, or in this general region of the state.

b. Experience and Recent Projects - This section should include a description of the firm's most recent and varied projects (other local government projects preferred), and identify the personnel that were key in each project. Identify key challenges, and the firm's solution to overcome such challenges. For each project, a client contact name and phone number should be included for reference purposes. A list of ongoing projects similar in scope under TxDOT procurement basis shall be included.

c. References – This section should list four (4) references, other than past or present employees of

Hidalgo County, who can verify your performance as a Vendor within the past 24 months. Performance includes, but not limited to, sales and/or services, delivery, invoicing, and other items as may be required for Hidalgo County to determine Respondent's ability to provide the intended goods and/or service of this procurement packet. Hidalgo County prefers references to be from Government customers. The name, address and phone number of the person(s) listed should be the one most closely associated with your company's performance on that specific project. References must be able to verify the quality of service Respondent's company provide and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response. **One of the four references listed should be of a project that was canceled with a description of why the project was canceled.** Failure to supply the required references may deem your response as non-responsive and will not be considered for award.

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response. You may use your own format, or use the Reference Form included as **Appendix "M"**.

Section IV: SCOPE OF SERVICES

a. List of Services - The engineering services contract will encompass all project-related engineering services to the County of Hidalgo which may include, but are not limited to, the following:

- Acoustical Design
- ADA Compliance
- Asbestos Abatement Monitoring
- Bridge Design
- Building Design
- Code Analysis
- Construction Contract Management
- Cost Estimating
- Dams and Cut or Filled Slopes
- Design for Alterations/Renovations
- Design for New Construction
- Drainage Design
- Energy Conservation
- Excavations and Trenches
- Facility Analysis and Master Planning
- Needs Assessment
- Parking Design
- Pavements
- Plans and Specifications
- Plans, Drawings, and Specifications
- Pre-Design
- Project Development Management
- Right of Way Maps and Data
- Roadway Design
- Roof Design
- Route and Design Studies
- Security Design
- Signing, Markings, and Signalization
- Site Planning and Analysis
- Social, Economic, Environmental Studies and Public Involvement
- Soil/Rock and Foundation Studies
- Solid Waste
- Surveying
- Traffic Control Plans
- Utility Adjustments
- Ventilation Design
- Water and Waste Retention/Disposal

b. Narrative - This section should include firm's philosophy, approach(s) and preferred methods for meeting requirements, deliverables, and the aforementioned services listed in the Scope of Services. Provide the greatest amount of meaning detail possible to describe the proposed products and/or

services. Indicate if your firm can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If your firm is not able to meet the specification, briefly explain why, noting any concerns or issues Hidalgo County should be aware. Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Hidalgo County. Merely reiterating the specifications are strongly discouraged, as they do not provide insight into the firm's ability to meet the specifications.

Section V: LEGAL DOCUMENTS

If applicable, the Firm is to include any standard agreement(s) and/or contracts associated with their response.

Section VI: MISCELLANEOUS

State exemptions to any of the requirements in this procurement packet, if any. Any additional information the firm deems appropriate to the response may be included in this section.

Section VII: PRICING INFORMATION

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, the proposer is to provide a fee proposal based on the scope of work.

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Appendix B

EVALUATION PROCEDURE, AREAS OF SPECIALIZATION, and EVALUATION FORM

EVALUATION PROCEDURE

ACCEPTANCE

It is Hidalgo County's intention that a**ll responses that demonstrate competence and qualifications** listed within this **procurement packet will be accepted.** Submission of a response to this procurement packet implies the Firm's acceptance of the Evaluation Criteria and Firm's recognition and acknowledgement that subjective judgments must be made by the Evaluation Committee.

EVALUATION AND AWARD PROTOCOL

The Purchasing Department will review all submissions for completion of all required items. All qualified submissions will be evaluated by the designated Evaluation Committee as appointed by Hidalgo County Commissioners' Court. The Evaluation Committee will review, score and evaluate the Statement of Qualifications received in response to this RFQ/P.

Thereafter, the top qualified firms (a minimum of three (3)) will receive an invitation to submit a proposal for further evaluation. If necessary, the firms may be called upon to interview by presenting their proposed solution before the designated Evaluation Committee and/or Hidalgo County Commissioners' Court.

Once final evaluations are complete, the Purchasing Department will present the Evaluation Committee's results before Commissioners' Court, and request authority to negotiate with the Number One ranked firm. If negotiations with the most highly qualified respondent are unsuccessful, negotiations will be ceased, and begin with the next most highly qualified respondent until a fair and reasonable priced contract can be awarded.

Award shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the Evaluation Criteria as stated in **Appendix "B"**.

EVALUATION CRITERIA

Phase One: Qualifications

Qualified firms shall meet all procurement related requirements and their submission shall demonstrate their qualifications, competence, and experience. The submissions will be evaluated based on the following criteria:

1. Professional qualifications in the areas of engineering specified;
2. Experience engineering, bidding, and inspecting similar projects;
3. Experience with similar grant funded projects (TxDOT, federal, or other);
4. Experience with other clients of similar size to Hidalgo County and government entities;
5. Vendor's professional reputation for integrity and compliance with state and federal law, including having the appropriate license to do business in Texas;
6. Overall performance record based upon references submitted;
7. County's prior experience with the firm; and
8. Capacity to perform all services outlined in this request.

Phase Two: Proposal

Top qualified firms shall submit an itemized proposal delineating their proposed solution and cost for each section/phase. The submissions will be evaluated based on the following criteria:

1. Pricing;
2. Ability to commit a qualified team, resources and turnaround time for services requested
3. Past performance history with Hidalgo County (if applicable);

4. Experience based on references submitted with the vendor's proposal; and
5. Overall quality of Proposal

EVALUATION PROCESS

All proposals will be examined by the selected Evaluation Committee consisting of various Hidalgo County personnel and Hidalgo County Purchasing on a 100-point system.

Submissions that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration; however, Hidalgo County reserves the right to waive technicalities and accept such submission if it is determined to be in the best interest of Hidalgo County.

While Hidalgo County appreciates a brief, straightforward, concise submission, the Participant must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the Participant. The submitted response may be incorporated into any contract which results from this procurement packet. Participating Firms are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of the Firm to meet such claims will result in a requirement from the Firm to provide the resources necessary to meet submitted claims, without extending an additional cost to Hidalgo County.

Hidalgo County Purchasing Department may initiate discussions with Participating Firms; however, Participating Firms may not initiate discussions with any other department outside the Hidalgo County Purchasing Department during the procurement process without the express permission from the Hidalgo County Purchasing Department. Hidalgo County Purchasing Department may disqualify any Participating Firm who has made site visits, contacted Hidalgo County personnel or distributed any literature without authorization from Hidalgo County Purchasing Department.

All correspondence relating to this Project from the advertisement to the award shall be sent to Hidalgo County Purchasing Department. Hidalgo County Purchasing Department shall coordinate all presentations and/or meetings between Hidalgo County and the Participating Firm as it relates to this solicitation.

If necessary, selected Firms will be expected to make a presentation to an Evaluation Committee. In addition to a presentation, visits by the Evaluation Committee to Participating Firm's client sites may be conducted where the proposed solution can be demonstrated in a production environment. Proposals, firm presentations and product/service evaluations may develop into negotiating sessions with the Participating Firm(s) as selected by the Evaluation Committee and approved by Hidalgo County Commissioners Court.

NEGOTIATION PROCESS

The Purchasing Department will commence negotiations with the Number One (1) ranked firm, as approved by Hidalgo County Commissioners Court. Hidalgo County expects to conduct negotiations with authorized representatives from the Firm whom are authorized to contractually obligate the Firm with an offer. The negotiated contract, including a Best and Final Offer from the successful Firm will be presented to Commissioners' Court for consideration and approval of award of contract. If the selected Firm is unable to agree to contract terms and conditions, Hidalgo County reserves the right to terminate contract negotiations with that Firm and initiate negotiations with the next most highly qualified Firm, until a fair and reasonable priced contract can be awarded.

AREAS OF SPECIALIZATION

RE: RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services - New Hidalgo County Courthouse

Firm: _____
Address: _____
City, State, Zip _____

Principal(s): _____ _____
Name Title

_____ _____
Name Title

_____ _____
Name Title

_____ _____
Name Title

Engineer's License No.: _____

IDENTIFY AREAS OF SPECIALIZATION (Mark all that apply).

_____Acoustical Design
_____ADA Compliance
_____Asbestos Abatement Monitoring
_____Bridge Design
_____Building Design
_____Code Analysis
_____Construction Contract Management
_____Cost Estimating
_____Dams and Cut or Filled Slopes
_____Design for Alterations/Renovations
_____Design for New Construction
_____Drainage Design
_____Energy Conservation
_____Excavations and Trenches
_____Facility Analysis and Master Planning
_____Needs Assessment
_____Parking Design
_____Pavements
_____Plans and Specifications
_____Plans, Drawings, and Specifications
_____Pre-Design
_____Project Development Management
_____Right of Way Maps and Data
_____Roadway Design
_____Roof Design
_____Route and Design Studies
_____Security Design
_____Signing, Markings, and Signalization
_____Site Planning and Analysis
_____Social, Economic, Environmental Studies
_____and Public Involvement
_____Soil/Rock and Foundation Studies
_____Solid Waste
_____Surveying
_____Traffic Control Plans
_____Traffic Impact Study
_____Utility Adjustments
_____Ventilation Design
_____Water and Waste Retention/Disposal
Other (please specify, and separate listed specialties with a semicolon (;): _____

EVALUATION FORM

RE: RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services - New Hidalgo County Courthouse

Evaluator: _____ Signature: _____
Date: _____ Department: _____

EVALUATION CRITERIA	POINTS	SCORE
1. RFQ RESPONSIVENESS (2 points)		
➢ Response is clear, concise, well-organized and followed the instructions listed in the Procurement Overview section of the procurement packet.	2	
Comments/Rationale for points:	**Subtotal**	
2. UNDERSTANDING THE PROJECT (22 points)		
➢ Firm demonstrates a thorough understanding of the project through their Scope of Services.	5	
➢ Firm addresses their understanding in a clear and concise narrative that outlines their knowledge in appropriate federal, state and local government regulations, codes, guidelines, professional standards, and other policies related to the specified project.	7	
➢ Firm identifies other successful projects of similar size and scope.	5	
➢ Firm has identified information to be gathered or obtained and proposed an approach to complete the Scope of Work.	5	
Comments/Rationale for points:	**Subtotal**	
3. FIRM'S QUALIFICATIONS (18 points)		
➢ Firm is registered and licensed to practice in the state of Texas, and has been verified through the Texas Board of Profession Engineers and Land Surveyors.	5	
➢ Firm includes an organization chart, and a description of the proposed project team organization dedicated to this project, identifies key technical staff, their names and titles.	10	
➢ Firm provides proof of all licenses and certifications for each proposed staff member.	10	
➢ Firm identifies their Affirmative Action Program.	3	
Comments/Rationale for points:	**Subtotal**	
4 EXPERIENCE AND RECENT PROJECTS (27 points)		
➢ Firm includes biographic summaries/resumes for each proposed staff member that highlight their relevant experience specific to the project within the last 12 consecutive months, and their role in each project.	10	
➢ Firm identifies at least one (1) Licensed Professional Engineer with an educational background and/or strong experience in the scope of the project that is part of the proposed team dedicated to this project who has previously led or been a part of at least two (2) projects of similar size and scope.	10	
➢ Firm identifies two (2) different technical staff members with a minimum of five (5) and ten (10) years' experience.	7	
Comments/Rationale for points:	**Subtotal**	
1. LEADERSHIP AND ABILITY(21 points)		
➢ Firm identifies their commitment and ability to commence services immediately after successfully negotiating a contract for services.	3	
➢ Firm identifies proposed project composition, project leadership, and reporting responsibilities.	5	
➢ Firm has demonstrated competency and experience in the project specified.	3	
➢ Firm commits at least one Project Manager with experience in two (2) different areas of specialties, plus be 50% involved with the technical development of the project.	5	
➢ Firm commits at least one (1) Project Manager with experience in five (5) areas of specialties, plus be 85-100% involved with the technical development of the project.	5	
Comments/Rationale for points:	**Subtotal**	
	TOTAL	

APPENDIX 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 provide d 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	POLICY PRO-JECT LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SAMPLE

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S, HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I,_____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____
Automobile Liability: $_____General Liability: $_____

- have already been met, see attached copy of certificate of insurance.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

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.

Appendix E

VENDOR ENROLLMENT SOLUTION and HUB DECLARATION

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: https://www.hidalgocounty.us, Home > Departments > Purchasing > Potential Vendors, or by using the link: https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe.

ConsiderMe
A Vendor Enrollment Solution

Register ➡ Get Listed ➡ Be Considered

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:
As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:
If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: _____

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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:

Appendix F

CERTIFICATION REGARDING DEBARMENT

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.

Appendix G

TITLE VI APPENDICES “A”-“E”

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

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 will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation 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, national origin, sex, age, disability, income or Limited English Proficiency 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 Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by 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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

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 funding agency (FHWA or FTA) 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 this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
    a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a 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 Funding Agency 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 (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), 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, Non-discrimination 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 A 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 (l) 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 non-discrimination 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]. *

(*Reverter 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, permittee, 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 Non-discrimination 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 Non-discrimination 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. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary 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 List of discrimination Acts And Authorities.

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.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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 non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), 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 of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Appendix H

REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

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 Hidalgo County Drainage District No. 1 ("District") 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 District for any contract resulting from this procurement process.

1. **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 District, the District 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*. District may terminate this Agreement for any reason upon ten (10) days written notice to the other party. District 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 District any and all Work Materials prepared for the District prior to the effective date of such termination, all of which shall become District's sole property. After receipt of the Work Materials, District will pay Contractor for the services which the District 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 District'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, District 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 District 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 District for all costs incurred by District in completing or procuring the completion of performance in excess of the contract price herein specified. The District'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 supplemented 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 District 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 District 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 organization 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 on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

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.

(2) 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 District or required to complete the contract. The cost for any changes to the contract price, whether requested by the District 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 District, 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 entity, 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: _____

Appendix I

FHWA 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix J

RESPONDENT'S AFFIDAVIT

EXHIBIT J
RESPONDENT'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____

Appendix K

DRAFT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-21-0833-XX-XX

THIS AGREEMENT is made and entered into this _____ day of **February 2022**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and _____, Professional Engineers of _____, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, County requested responses to notices for: **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"** for the County of Hidalgo (hereinafter referred to as the **"Project"**). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes ("Procurement Packet"); and

WHEREAS, Engineer submitted a Statement of Qualifications to provide services in accordance with the specifications as provided, a copy of the Engineer's response to the Procurement Packet is attached hereto as **Exhibit "B"**, ("Response" or "SOQ") and is incorporated herein for all purposes; and;

WHEREAS, Engineer represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Engineer's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Engineer.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as

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stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**", attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B" (SOQ & Scope of Services to be Provided by Engineer)**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year(s),** commencing, ***Month XX, 2022*,** expiring, ***Month XX, 2023*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

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

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBITS "A" and "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"**-***Fee Schedule/Cost Rates***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBITS "A" and**

"B", attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" – ***Fee Schedule/ Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such

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Work Authorizations together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in

accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "A" and "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's**

deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer**

shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final

plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, and Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating

to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect.

The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient

personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily

injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	_____
100 E. Cano, Second Floor	_____
Edinburg, Texas 78539	_____

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

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(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Nondiscrimination. Engineer, 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. 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 part of this agreement for all purposes.

ARTICLE 32. Additional Documents. The **Engineer** and **Owner** 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.

ARTICLE 33. Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to 2 CFR 200.236, 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.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

Engineer and the **Owner** have caused this **Agreement for Professional Services** to be executed and effective as of the day and year first written above.

ENGINEER:

_____

BY: _____
Printed Name: _____
Title: _____

OWNER:
HIDALGO COUNTY

BY:_____
Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2021

APPROVED AS TO FORM:
Hidalgo County Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.
By:_____
Robert Viña, III, Assistant District Attorney

ATTACHMENTS:
LOCATION MAP
EXHIBIT A – County's RFQ/P Procurement Packet
EXHIBIT B – Engineer's Statement of Qualifications in Response to County's Request & Scope of Services to be Provided by Engineer
EXHIBIT C – Engineer's Work Schedule
EXHIBIT D – Engineer's Fee Schedule/Contract Rates
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFQ/P) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

Engineer's Statement of Qualifications in Response to County's Request & Scope of Services to be Provided by Engineer

DRAFT

EXHIBIT "C"

Engineer's Work Schedule

DRAFT

EXHIBIT "D"

Engineer's Fee Schedule/Contract Rates

DRAFT

EXHIBIT "E"

Sample Work Authorization Form

DRAFT

EXHIBIT "F"

Sample Supplemental Agreement Form

DRAFT

EXHIBIT "G"

Certificate of Insurance

DRAFT

Appendix L

DEFICIENCIES and DEVIATIONS FORM

DEFICIENCIES AND DEVIATIONS FORM

This form must be included in your submission. If Not Applicable, write "N/A" and include in your response.

The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this procurement packet. Unless specifically listed below, the response will be considered to be in FULL compliance with the procurement packet as released by Hidalgo County Purchasing Department. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requires of this procurement packet stipulated must be fulfilled at no additional expense to Hidalgo County.

Vendor Name: _____

If necessary, please use additional sheets.

Appendix M

REFERENCE FORM

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

Reference Two

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

Reference Three

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

Reference Four

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

Appendix N

SHIPPING LABEL

SHIPPING LABEL

Below is a sample of how the response in an appropriate sized box or envelop should be submitted. Using this shipping label is optional, but preferred. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size. Ensure your company name and address is listed on the top left hand corner.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP

HIDALGO COUNTY

Traffic Engineering Consulting and Other Services - New Hidalgo County Courthouse

RFQ/P No.: 21-0833-12-15-HAG

OPENING DATE: Wednesday, December 15, 2021
OPENING TIME: 9:30 AM

TO: Martha L. Salazar, CPPB
ATTN: **Hector A. Garcia**
Hidalgo County Administration Building
Purchasing Department
2802 S. BUS. HWY 281
Edinburg, TX 78539

Exhibit B

Scope of Services to be provided by Owner

Contract C-21-0833-03-08

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY OWNER

Hidalgo County will provide the following information, if not already provided:

- 2017 Traffic Study and any documentations associated with the square and surroundings that is pertinent to this project.
- Final plans for Hidalgo County Court House complex.
- Judge and Attorney parking spaces.
- Inmate entrances.
- Anticipated arrival schedule for judges, attorneys, and prisoner transport buses and estimated processing time per vehicle at access control points (for queuing analysis).
- Hidalgo County Project Manager.
- Hidalgo County's Transit Services (or other agency transit services) at the square.

CONSOR Engineers, LLC • 200 S. 10th Street, Suite 800, McAllen, TX 78501 • P: 956.291.3995 • www.consoreng.com

Exhibit C

Engineer's Statement of Qualifications in Response to County's Request & Scope of Services to be provided by Engineer

Hidalgo County

TRAFFIC ENGINEERING CONSULTING AND OTHER SERVICES - NEW HIDALGO COUNTY COURTHOUSE

RFQ/P No. 21-0833-12-15-HAG
Opening Date: Wednesday, December 15, 2021
Opening Time: 9:30 AM

ORIGINAL

SUBMITTED TO:

Martha L. Salazar, CPPB
Purchasing Director
Attn: Hector A. Garcia
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

SUBMITTED BY:

CONSOR Engineers, LLC
Point of Contact: Federico Mendoza, PE, PTOE
200 S. 10th Street, Suite 800
McAllen, Texas 78501
O: 956.291.3995 Ext. 54717
M: 713.299.8153
Email: fmendoza@consoreng.com

CONSOR

December 15, 2021

Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFQ/P No. 21-0833-12-15-HAG | Traffic Engineering Consulting and Other Services - New Hidalgo County Courthouse

Dear Selection Committee:

CONSOR Engineers, LLC (CONSOR) appreciates the opportunity to provide our qualifications to Hidalgo County for Traffic Engineering Consulting and Other Engineering services for the New Hidalgo County Courthouse.

CONSOR has been providing full-service consulting civil engineering services of the highest quality since legacy firm AIA Engineers was founded in Houston in 1985. CONSOR is a transportation infrastructure consulting firm with 1,200 professionals providing planning, design, and construction management services. In Texas, CONSOR has more than 290 employees, having provided transportation engineering services for numerous local municipalities, the Texas Department of Transportation (TxDOT), mobility authorities, and other Texas government entities for the past 36 years.

With a local office in McAllen, CONSOR provides services in traffic studies, traffic engineering and design, bridge design and inspection, roadway and highway design, hydraulics and hydrology, pedestrian and bicycle facilities, and construction management and inspection.

Our McAllen office will serve as the responsible office for this contract. Federico Mendoza, PE, PTOE will serve as CONSOR's project manager (PM) to lead the CONSOR team. Federico is a seasoned transportation engineer with 38 years of experience in the field. He was selected for this role because he has managed similar contracts, including several in Hidalgo County, and has a wealth of knowledge to offer to the County.

We have reviewed the RFQ and have structured our CONSOR team of professionals ready, available, and eager to provide our services with the following unique characteristics:

- CONSOR is not involved in private development work; therefore, Hidalgo County has our commitment to provide an unbiased and objective study since we have no conflicts of interests;
- In-house public involvement capabilities to ensure project success;
- Open lines of communication;
- Success with providing innovative solutions to reduce cost and maintain project schedule;
- Committed staff with relevant project experience in all aspects of traffic and transportation studies and design including coordination with the County, City, TxDOT, and other agencies;
- ISO 9001:2015 Certification, an externally audited QC/QA program that has been successfully implemented on all projects;
- Experienced project team with a proven track record for on-time and within budget project delivery with similar projects;

We have the leadership, technical expertise, and familiarity with the County's procedures and preferences to ensure that our recommendations are a resounding success to the County, the City of Edinburg, and the traveling public. We strive to deliver the highest quality product and provide an impeccable process that is effortless for the County.

We greatly appreciate the opportunity to submit our qualifications, and we look forward to building our relationship and providing innovative and safe modes of transportation to the growing population of Hidalgo County.

Sincerely,

Javier Martinez Jr., PE, CFM
Office Manager - McAllen

CONSOR Engineers, LLC • 200 S. 10th Street, Suite 800 • McAllen, Texas 78501 • P: 956.291.3995

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SECTION I: UNDERSTANDING OF THE PROJECT

Executive Summary

Person to be contacted for clarifications or additional information:

CONSOR Engineers, LLC
200 S. 10th Street, Suite 800
McAllen, Texas 78501

Federico Mendoza, PE, PTOE – Project Manager
O: 956.291.3995 Ext. 54717 | C: 713.299.8153 | F: 281.493.2211
Email: fmendoza@consoreng.com

Javier Martinez Jr., PE, CFM – Office Manager - McAllen
O: 956.291.3995 Ext. 54462 | C: 956.537.8548 | F: 281.493.2211
Email: javiermartinez@consoreng.com

Person authorized to contractually bind the firm with proposal and future negotiations:

CONSOR Engineers, LLC
15310 Park Row
Houston, Texas 77084

Zina Schwartz, PE – Executive Vice President
P: 281.493.4140 Ext. 54247 | F: 281.493.2211 | Email: zschwartz@consoreng.com

Understanding of the Project

In the City of Edinburg, Hidalgo County has recently constructed the Hidalgo County Courthouse as part of the Edinburg Downtown Master Plan. As a result, a segment of US 281 (Closner Blvd) between Cano St and McIntyre St was closed changing the traffic circulation in the area.

The goal of the proposed study is 1) To complete a Traffic Impact Analysis that would analyze the current and future impacts at the intersections immediately adjacent the Courthouse in addition to the existing street network within a one-mile radius and 2) Provide recommendations to allow for safer traffic operations for pedestrians and vehicles.

Coordination/Public Involvement:

The CONSOR team will first meet with Hidalgo County to understand their concerns with traffic circulation, access, and parking and any pedestrian access/mobility/safety issues since the Courthouse has been constructed. We will also engage with community stakeholders namely City of Edinburg, City of Edinburg Fire Department, University of Texas RGV, Valley Metro, Edinburg Chamber of Commerce, and local businesses to identify their concerns. This study will also involve coordination with TxDOT due to SH 107, BUS 281, and proximity to US 281 and will evaluate major traffic generators (seasonal events) and planned future developments in the study area that could affect Downtown traffic circulation patterns.

Our team is highly proficient in creating engaging visual materials with easy-to-understand exhibits and graphics suitable for virtual, in-person, or hybrid meeting formats. Based on our experience, we know that technical documents and design plans may be difficult for the public to understand. To address this, we specialize in simplifying line work, creating labels of major elements, and identifying local area points of interest that help public understand what they are looking at. The public meeting materials will be bilingual (English and Spanish) and made ADA/508-compliant for digital posting. As we have done for similar projects, we will create project materials that explain planning and design process and use visuals/simple content to tell the story. We provide exhibits for better

understanding and familiarity with the project goals and include images of existing/proposed conditions to the stakeholders and solicit feedback. Additionally, our team has in-house capabilities to develop 3-D simulations/ visualizations of potential traffic pattern concepts for the Courthouse study area.

Data Collection:

All the previous studies will be evaluated, and relevant data from those studies will be utilized for this study. A data collection plan will be established so as not to miss any important field elements in the study. The traffic impact analysis would involve collecting twelve-hour existing turning movement counts using video cameras at the intersections adjacent to the courthouse and major intersections within a one-mile radius. Traffic counts will also be conducted at all parking lot access points to determine peak hours for entering/exiting traffic. The counts will be classified based on vehicle class and include pedestrian/bicycle counts. Existing traffic signal timing and phasing will also be obtained. This information will be field verified, and spot checked for accuracy. After it is determined that the data is good, the CONSOR team will proceed with the study.

- **Land Use/Trip Generation:** Estimated trips will be generated for future developments identified in the Downtown Master Plan and included with the projected traffic counts for the study area.
- **Parking:** Parking lot inventories will be completed within the study area to determine if future increased parking demand is being met per the Edinburg Unified Development Code.
- **Pedestrians:** Field observations noted heavy pedestrian activity around the courthouse. Twelve-hour pedestrian counts will also be conducted to determine where pedestrians are coming from (parking lots, bus stops, Edinburg Transit Terminal, etc.) and verify ADA compliance for pedestrian paths and routes to accommodate all users.
- **Crashes:** We will collect recent crash data for the last 3 years to identify critical locations that may need safety improvements. If needed, we can install cameras at critical locations to identify near-miss type of crashes to proactively identify the safety issues and provide recommendations.
- A field inventory of existing conditions including signage, pavement markings, any sight distance issues, safety concerns, and crash issues will be prepared.

Analysis:

An existing SYNCHRO or VISTRO macro-simulation traffic model will be built of the study area to include not only the eight intersections within the vicinity of the courthouse but also major intersections within a one-mile radius. This model will be calibrated and validated based on the field conditions, signal timing/phasing, and traffic counts. Analysis will be conducted for AM, Mid-day, and PM peak periods (not just peak hours) for the existing conditions. Based on this, the traffic issues will be identified, based on Measures of Effectiveness including LOS, travel times, and delays for the corridors instead of isolated intersections. Parking driveway location and access points will be evaluated to determine effects on surrounding roadway network during peak periods.

The analysis will consider traffic growth in the area and assign trips accordingly to the roadway network. Pedestrian movements will be evaluated to determine the need for any mid-block crossings that may be required for safe access to the Courthouse or adjacent developments that may generate pedestrian activity. Existing and future parking demand will be evaluated since the construction of the new Courthouse has eliminated the existing parking lot. We will evaluate alternatives that may include on-street parking to satisfy businesses. Proposed condition analysis with the recommended improvements will be conducted for a future horizon of at least 10 years to ensure the feasibility of the improvements.

Recommendations:

The study will consider that most of the trips generated by the Courthouse could be first-time trips and recommendations will consider driver expectancy in all concepts. Recommendations may include the following:

- Coordinated signal timings leaving and exiting the Downtown area.
- Leading Pedestrian Intervals, Continental Crosswalks, ADA-compliant ramps, and pedestrian paths.
- Two-way vs one-way operations around the Courthouse.
- Signal and capacity improvements.
- Innovative concepts to move traffic safely, reduce conflicts with pedestrians, and improve pedestrian safety to meet ADA/TDLR guidelines.
- Multi-modal options around the courthouse that include ped/bike and transit.

Design, Inspecting, Managing of Construction/Implementation Phase

After study recommendations are approved by the County, following are the next steps for design:

- Existing data will be gathered, the preliminary engineering is performed, and a design meeting will be scheduled.

• Design criteria and parameters for the project will be set and the design will be based on Design Guidelines and Design Standards.

• Traffic data will be reviewed to determine if the proposed geometric improvements will meet the traffic demands. Conceptual construction sequencing will be coordinated internally with our CE&I staff and then presented to the County to receive buy-in prior to TCP preparation.

• Items like early coordination with utility companies to avoid major utility conflicts, coordination with stakeholders, preliminary cost, right-of-way needed, environmental and drainage impacts, and impacts to adjacent properties will be investigated and presented during this phase.

• If there is need for illumination or ADA facilities, conceptual drawings will be prepared. Additionally, overall intersection geometry will be evaluated to determine if additional turn lanes may be required.

• Other design projects within the vicinity will be properly coordinated to ensure that our design will accommodate future improvements.

CONSOR will assist the County during the construction phase of the contract. This will include, but not be limited to daily inspections, reviewing shop drawings, answering RFIs, coordination with stakeholders, and record documentation. CONSOR brings all aspects of construction management and engineering experience to expedite construction solutions and minimize project delays. Our local office has a staff with overlapping capabilities that are always ready to provide construction support. Our local team is available and ready to begin working as an extension of Hidalgo County to perform construction management services as required for roadway, bridge, and general construction projects. Our CE&I staff are well qualified through TxDOT's Local Government Project Procedures (LGPP) qualification program. Our experience with federally funded construction projects spans the State of Texas.

Our staff includes full-time experienced professionals whose vast construction knowledge ensures projects are delivered on time and within budget and certifies that all legal requirements and plan specifications are met. We will create a Project Management Plan (PMP) based on Hidalgo County's SOPs, plans, proposal, specifications, budget, schedule, and contract deliverables. The PMP includes Quality Planning, QA/QC, safety, records retention, communication, schedule review, material testing, escalation/resolution ladder, project risk assessment, project-specific aspects and clearly defines expectations, and roles and responsibilities for staff.

In closing the project, CONSOR's final acceptance management plan focuses on records management and retention. We understand records are critical to the project and provide verification that the project was constructed per the plans and specifications. We do not scramble to find test reports, certifications, equipment warranties, etc. at the end of the project. We close the project out as we go. CONSOR's Cloud Electronic Filing System is operated by a SharePoint system that we programmed in-house for construction management and records retention. It has automated features to log, send out notices, and track action items like shop drawings when they are uploaded. This allows us to accurately track the person responsible for the status of a document. Our SharePoint can be programmed to automatically upload documents in ProjectWise – either real-time or on a set schedule. This ensures the County's project portfolio has the most current data. All contract documents are cataloged in SharePoint and will be provided to County via electronic file transfer, printed hard copies, or an external hard drive/USB with all pertinent information upon the contract completion.

A final punch list inspection will be performed in a joint effort with the County RPIC to confirm the contractor has completed all items of work. Our staff will monitor and verify those punch list discrepancies have been addressed before issuing the substantial completion. A final as-built plan set will be provided to the County before the 30-day project completion, depicting final item quantities and revisions introduced into the contract by change order. The project manager will provide a final project report to the County that consists of final contractor payment recommendations and the transmittal of the project documentation (photos, reports, insurances, permits, warranties, etc.).

Projects of similar size and scope included in Section III Vendor Experience

LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Hector A. Garcia, Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFQ/P No. 21-0833-12-15-HAG

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: CONSOR Engineers, LLC

Address: 200 S. 10th Street, Suite 800 McAllen, Texas 78501

Printed Name: Zina Schwartz, PE

Title: Executive Vice President

Signature: Zina Schwartz Date: December 15, 2021

AREAS OF SPECIALIZATION

RE: RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services - New Hidalgo County Courthouse

Firm: CONSOR Engineers, LLC
Address: 200 S. 10th Street, Suite 800
City, State, Zip McAllen, Texas, 78501

Principal(s):	Name	Title
	Sandeep Patil	Chief Executive Officer
	Jeffrey Rowe	President, Structural Assessment
	Govindraj Rangaswamy	President, Construction Services
	Kerri Ingham	Chief Marketing Officer

Engineer's License No.: F-12040

IDENTIFY AREAS OF SPECIALIZATION (Mark all that apply).

____ Acoustical Design	____ Pre-Design
_X_ ADA Compliance	____ Project Development Management
____ Asbestos Abatement Monitoring	____ Right of Way Maps and Data
_X_ Bridge Design	_X_ Roadway Design
____ Building Design	____ Roof Design
____ Code Analysis	_X_ Route and Design Studies
_X_ Construction Contract Management	____ Security Design
_X_ Cost Estimating	_X_ Signing, Markings, and Signalization
____ Dams and Cut or Filled Slopes	____ Site Planning and Analysis
____ Design for Alterations/Renovations	____ Social, Economic, Environmental Studies
_X_ Design for New Construction	_X_ and Public Involvement
_X_ Drainage Design	____ Soil/Rock and Foundation Studies
____ Energy Conservation	____ Solid Waste
____ Excavations and Trenches	____ Surveying
____ Facility Analysis and Master Planning	_X_ Traffic Control Plans
____ Needs Assessment	_X_ Traffic Impact Study
_X_ Parking Design	____ Utility Adjustments
____ Pavements	____ Ventilation Design
_X_ Plans and Specifications	____ Water and Waste Retention/Disposal
_X_ Plans, Drawings, and Specifications	Other (please specify, and separate listed specialties with a semicolon (;): ____

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Zina Schwartz, PE, authorized representative for CONSOR Engineers, LLC (Company/Vendor),

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $ 10,000,000
Automobile Liability: $ 1,000,000 General Liability: $ 1,000,000 (each) / 2,000,000 (aggregate)

- have already been met, see attached copy of certificate of insurance.

Zina Schwartz
Authorized Representative

December 15, 2021
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Zina Schwartz, PE, possess all of the **APPLICABLE**:

1. Licenses: Texas Board of Professional Engineers, Firm #12040 (all staff licenses are valid /current)
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature

December 15, 2021
Date

CONSOR Engineers, LLC
Company

200 S. 10th Street, Suite 800
Address

McAllen, Texas, 78501
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
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

December 15, 2021
Date

Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540

Main: (956) 318-2100 **Fax:** (956) 318-2105

ORIGINAL COPY

Receipt No: 20210201000167
Date: 02/01/2021
Time: 11:45AM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K32

Issued To: Ricardo Pedraza
133 W. Longoria Dr.
PHARR, TX 78577

Recording Fees

Item No.	Item	Document No.	Serial No.	GF Number	Amount
1	Real Property Recordings	3189021			$36.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Check	1262	956-566-3963	$36.00

Total Received: $36.00
Order Total: $36.00
Refund Due: $0.00

Thank you.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-830648

Date Filed:
12/08/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CONSOR Engineers, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The County of Hidalgo Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services, New Hidalgo County Courthouse

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jin, Chaoran	Chicago, IL United States	X	
Gwilliam, Scott	Chicago, IL United States	X	
Dauten, Kent	Chicago, IL United States	X	
Patil, Sandeep	Houston, TX United States	X	
Islam, Ashraf	Houston, TX United States	X	
Reser, David	Lakewood, CO United States	X	
Rangaswamy, Govindraj	Fort Lauderdale, FL United States	X	
Wehr, Andrew	Chicago, IL United States	X	
Greer, David	Chicago, IL United States	X	
Sommerschield, Bill	Chicago, IL United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2021-830648
Date Filed:
12/08/2021
Date Acknowledged:

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CONSOR Engineers, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The County of Hidalgo Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ/P No. 21-0833-12-15-HAG
Traffic Engineering Consulting and Other Services, New Hidalgo County Courthouse

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Karen Dennis, and my date of birth is 11/08/1955.

My address is 15310 Park Row (street), Houston (city), TX (state), 77084 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

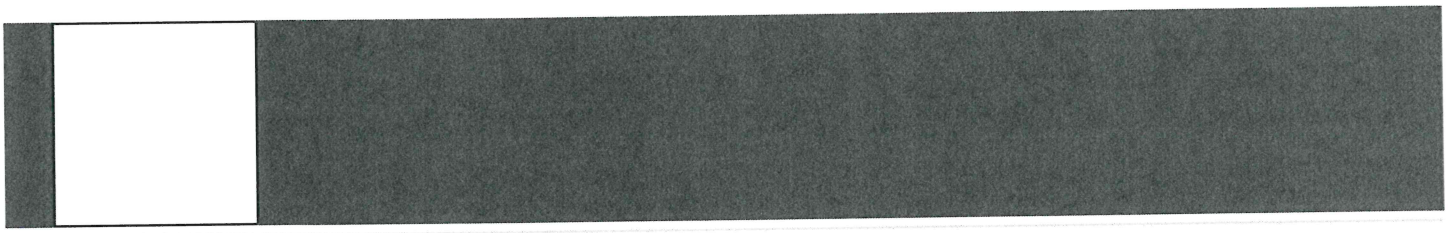
Executed in Harris County, State of Texas, on the 8th day of December (month), 2021 (year).

Karen Dennis
Signature of authorized agent of contracting business entity
(Declarant)

Summer Ware

From: Marketing Inquiries
Sent: Thursday, December 9, 2021 2:56 PM
To: Summer Ware
Subject: FW: Vendor Registration Form

From: Google Forms <forms-receipts-noreply@google.com>
Sent: Thursday, December 9, 2021 2:55 PM
To: Marketing Inquiries <marketing@consoreng.com>
Subject: Vendor Registration Form



Thanks for filling out Vendor Registration Form

Here's what was received.

Vendor Registration Form

Vendor Registration Form does not guarantee a contract or purchase agreement, however, it does guarantee your service or good will be added to the list of vendors available to Hidalgo County. By submitting the Vendor Registration Form, you acknowledge that your submission is only valid for one year after submission and will need to be re-submitted thereafter.

Email *

marketing@consoreng.com

Vendor Name *

CONSOR Engineers, LLC

Doing Business As (DBA) *

CONSOR Engineers, LLC

Type of Business *

- Individual/Sole Proprietor
- C Corporation (IRS Determination Letter Required)
- S Corporation (IRS Determination Letter Required)
- Partnership
- Trust/Estate
- [x] Limited Liability Company
- Other:

NOTE:
For C-Corp/S-Corp: If an IRS Determination Letter is not attached, your business will be classified as non-exempt.

Taxpayer Identification Number (TIN) *

593221706

Legal Name *

CONSOR Engineers, LLC

Mailing Address (2812 S. Business Hwy 281) *

200 S 10th St.

Physical Address (2812 S. Business Hwy 281) *

Suite 800

City, State Zip (Edinburg, TX 78539) *

McAllen, TX 78501

Remit to Address (2812 S. Business Hwy 281 Edinburg, TX 78539) *

15310 Park Row, Houston, TX 77084

Representative Name & Title (Amber Garcia - Owner) *

Javier Martinez, PE - Senior Project Manager

Primary Phone ex: 956-111-2233 *

956-537-8548

Fax No. ex: 956-111-2233

Commodity Category https://comptroller.texas.gov/purchasing/nigp/ *

Engineering Services

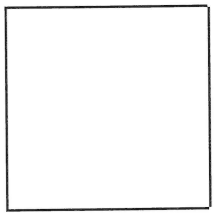
Commodity Category 2

Commodity Category 3

COOPs

W9 Upload https://www.irs.gov/pub/irs-pdf/fw9.pdf *

Submitted files



2021 W-9_CONSOR Houston TX - Karen Kubos.pdf

Form 1295

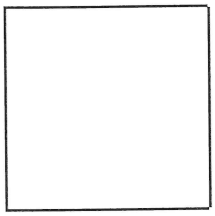
No files submitted

IRS Determination Letter

No files submitted

Proof of Insurance

Submitted files



CONSOR_Insurance Cert_Exp 12312021 - Karen Kubos.pdf

Create your own Google Form
Report Abuse

Summer Ware

From: Marketing Inquiries
Sent: Thursday, December 9, 2021 2:58 PM
To: Summer Ware
Subject: FW: Approval Notice - 12/09/2021, 14:56:49

From: it_noreply@co.hidalgo.tx.us <it_noreply@co.hidalgo.tx.us>
Sent: Thursday, December 9, 2021 2:57 PM
To: Marketing Inquiries <marketing@consoreng.com>
Subject: Approval Notice - 12/09/2021, 14:56:49

Congratulations!

Your request to be included as a potential vendor on the Hidalgo County website has been approved. CONSOR Engineers, LLC has been added to our Potential Vendors List and can be viewed by Clicking here.

Thank you for your interest in doing business with Hidalgo County!

-Hidalgo County Purchasing Department.

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: CJ Hensch & Associates, INC. HUB Status: Active
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: 5215 Sycamore Ave City: Pasadena State: Texas Zip: 77503
Contact Person: _____ Title: _____ Phone No.: (956) 380-5152
Subcontract Amount: $TBD Description of Work to be Performed:

HUB Subcontractor Name: Rio Delta Engineering HUB Status: Active
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: 921 S 10th Ave City: Edinburg State: Texas Zip: 78539
Contact Person: _____ Title: _____ Phone No.: (956) 380-5152
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.: (956) 380-5152
Subcontract Amount: $_____ Description of Work to be Performed:

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.
CONSOR Engineers, LLC

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) ▶ P

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.
15310 Park Row

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77084

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
5 9 – 3 2 2 1 7 0 6

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 ▶ Heather West Date ▶ 1/6/2021

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.*

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: Zina Schwartz, PE
Title: Executive Vice President
Telephone Number: 956-291-3995
Date: December 15, 2021

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

SAM.GOV®

CONSOR ENGINEERS, LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
837528298	**L3KVABJ627S6**	**097N7**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Aug 23, 2022**
Physical Address	Mailing Address	
15310 Park Row **Houston, Texas 77084-2887** **United States**	**15310 Park Row** **Houston, Texas 77084** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 07	**Florida / United States**	**https://consoreng.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 2, 2021	**Aug 23, 2021**	**Mar 20, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 31, 1994	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**097N7**

Points of Contact

Electronic Business

Kerri A Ingham, Chief Marketing Officer
600 W 6TH Street
Suite 150
Fort Worth, Texas 76102
United States

Paul S Foster, Controller
14142 Denver West Parkway
Suite 250
Lakewood, Colorado 80401
United States

Government Business

Kerri A Ingham, Chief Marketing Officer
600 W 6TH Street
Suite 150
Fort Worth, Texas 76102
United States

Paul S Foster, Controller
14142 Denver West Parkway
Suite 250
Lakewood, Colorado 80401
United States

Past Performance

Aaron Fetzer, CFO
15310 Park Row
Houston, Texas 77084
United States

Paul S Foster, Controller
14142 Denver West Parkway
Suite 250
Lakewood, Colorado 80401
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541990	**All Other Professional, Scientific, And Technical Services**
	561990	**All Other Support Services**
	611430	**Professional And Management Development Training**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		

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, CONSOR Engineers, LLC **certifies, to the best of his or her knowledge, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, CONSOR Engineers, LLC **, 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.**

Zina Schwartz

Signature of Contractor's Authorized Official

Zina Schwartz, PE

Name and Title of Contractor's Authorized Official

December 15, 2021

Date"

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 entity, 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: CONSOR Engineers, LLC

Printed Name and Title of Authorized Representative: Zina Schwartz, PE Executive Vice President

Signature of Authorized Representative: Zina Schwartz

Date: December 15, 2021

EXHIBIT J
RESPONDENT'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, CONSOR Engineers, LLC, 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: Executive Vice President

Subscribed and sworn to before me this 9th day of December 20 21.

Notary Public

My commission expires: 9/17/, 20 25

CHRISTINA LUCAS
Notary Public, State of Texas
Comm. Expires 09-17-2025
Notary ID 133337414

DEFICIENCIES AND DEVIATIONS FORM

This form must be included in your submission. If Not Applicable, write "N/A" and include in your response.

The Respondent is to list ALL deficiencies and deviations from the Requirements or Specifications as outlined in this procurement packet. Unless specifically listed below, the response will be considered to be in FULL compliance with the procurement packet as released by Hidalgo County Purchasing Department. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requires of this procurement packet stipulated must be fulfilled at no additional expense to Hidalgo County.

Vendor Name: CONSOR Engineers, LLC

N/A

If necessary, please use additional sheets.

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: TxDOT Houston District
Type of Organization: Public Agency
Address: 7600 Washington Ave, Houston, Texas 77007

Contact Person: Amer Qureshi, PE Title: Project Manager
Telephone: 713-802-5797 E-Mail: Amer.qureshi@txdot.gov

Project Information:
Name of Project: US 90A (S. Wayside Road)

Scope of Work: Traffic Study, Signal Design, Roadway & Bridge Design, Traffic Control Plans, Construction Phase Services

Contract Period: From September 2016 to June 2020
Cost: Projected $ 3,840,000 Actual $ _____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of 12/15/2021 (Date) (circle one): **complete** in progress canceled.

Reference Two

Client's Name: City of Missouri City
Type of Organization: Public Agency
Address: 1522 Texas Parkway, Missouri City, Texas 77489

Contact Person: Jeremy Davis, PE, CFM Title: Assistant City Engineer
Telephone: 281-403-8685 E-Mail: Jeremy.Davis@Missouricitytx.gov

Project Information:
Name of Project: On-Call Traffic Engineering Services

Scope of Work: Traffic Warrant Studies, Traffic Impact Analysis Reviews, Sight Distance Analysis, Signal Design, Signing Pavement Markings

Contract Period: From 2018 to 2023
Cost: Projected $ 120,000 Actual $ 112,000
Timeframe (include unit measure) Projected 2021 Actual 2021
Status as of 12/15/2021 (Date) (circle one): complete **in progress** canceled.

Reference Three

Client's Name: Texas Department of Transportation
Type of Organization: State Agency
Address: 1350 US 77, San Benito, Texas 78586

Contact Person: Sergio Sustaita Title: Transportation Engineer
Telephone: 956-399-5201 E-Mail: Sergio.Sustaita@txdot.gov

Project Information:
Name of Project: FM 1847

Scope of Work: Rehabilitation of existing roadway and widening consisting of grading base, structures, surfacing, signing, and pavement markings. CONSOR is providing construction engineering and inspection.

Contract Period: From August 2019 to May 2022
Cost: Projected $ 19,989,898.05 Actual $ 20,240,765.39
Timeframe (include unit measure) Projected May 2022 Actual April 2022
Status as of 12/15/2021 (Date) (circle one): complete **in progress** canceled.

Reference Four

Client's Name: Texas Department of Transportation
Type of Organization: State Agency
Address: 600 W. Interstate 2, Pharr, Texas 78577

Contact Person: Amanda Flores Title: Contract Specialist
Telephone: 956-702-6100 E-Mail: Amanda.Flores@txdot.gov

Project Information:
Name of Project: Hidalgo/Cameron County Traffic Signal Improvements

Scope of Work: Traffic signal improvements consisting of upgrade of existing signal and pedestrian heads, traffic signal controllers, signing, and pavement markings. CONSOR was to provide construction engineering and inspection.

Contract Period: From November 2020 to November 2021
Cost: Projected $ 2,216,223.85 Actual $ 2,216,223.85
Timeframe (include unit measure) Projected n/a Actual n/a
Status as of 12/15/2021 (Date) (circle one): complete in progress **canceled.**

Note: Contract was canceled due to TxDOT's budget constraints caused by unforeseen circumstances (COVID-19)

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

November 19, 2021

RE: ADDENDUM NO. 1
For RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

Dear Respondents:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's Request for Qualifications/Proposals for **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".**

If you do not receive all items listed in **ADDENDUM NO. 1** please notify us immediately via email at hector.garcia1@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4857.

A submission response to this Request for Competitive Sealed Bids may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 1** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Dina R. Treviño
Hidalgo County Assistant Purchasing Agent

Enclosures

PURCHASING DEPARTMENT
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November 19, 2021

ADDENDUM NO. 1

RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

PLEASE NOTE THE FOLLOWING REVISIONS HAVE BEEN MADE:

- RFQ/P No. 21-0833-11-17-HAG "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse" has been renamed to the following:
  - **RFQ/P No. 21-0833-12-15-HAG "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"**
- RFQ/P timeline has been revised as follows:
  - Release Date – Friday, November 19, 2021
  - Questions Due Date and Time – Monday, December 06, 2021 @ 5:00PM
  - Answers Due Date and Time – Thursday, December 09, 2021 @ EOD
  - Bid Opening Date and Time – Wednesday, December 15, 2021 @ 09:30AM

I acknowledge receipt of ADDENDUM NO. 1 dated, November 19, 2021, for the Request for Qualifications/Proposals for "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".

BY: _____
Signature

Print Name: Zina Schwartz, PE
Company Name: CONSOR Engineers, LLC
Date: December 15, 2021

PURCHASING DEPARTMENT
County of Hidalgo

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Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
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December 09, 2021

RE: ADDENDUM NO. 2
For RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

Dear Respondents:

Attached you will find **ADDENDUM NO. 2,** in connection with Hidalgo County's Request for Qualifications/Proposals for **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".**

If you do not receive all items listed in **ADDENDUM NO. 2** please notify us immediately via email at hector.garcia1@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4857.

A submission response to this Request for Qualifications/Proposals may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 2** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Dina R. Treviño
Hidalgo County Assistant Purchasing Agent

Enclosures

PURCHASING DEPARTMENT
County of Hidalgo

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December 09, 2021

ADDENDUM NO. 2

RFQ/P NO. 21-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

PLEASE NOTE THE FOLLOWING IS TO PROVIDE CLARIFICATION REGARDING THE PROCUREMENT PROCESS AND EVALUATION FOR THIS RFQ/P:

- An additional revised attachment has been included to provide some clarification regarding pgs. 30-31 of the procurement packet under **"Appendix B" – for the following sections:**
  - **Evaluation and Award Protocol**
  - **Evaluation Criteria**
  - **Evaluation Process**
- Pg. 105 of the procurement packet has been revised to reflect the following: **[Revised page attached]**
  - **EXHIBIT "A"**
    (RFQ/P)
    PROCUREMENT
    PACKET

- Hidalgo County is complying with Local Government Code - 2254.004 [Contract for Professional Services of Engineer] for this procurement process as detailed below.
  - Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR. (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:
  - (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
  - (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
  - (b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
  - (1) formally end negotiations with that provider;
  - (2) select the next most highly qualified provider; and
  - (3) attempt to negotiate a contract with that provider at a fair and reasonable price.
  - (c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.
  - Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 119, Sec. 1, eff. Sept. 1, 1997.

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- **PLEASE DO NOT SUBMIT A PROPOSAL WITH YOUR STATEMENT OF QUALIFICATIONS.**

I acknowledge receipt of ADDENDUM NO. 2 dated, December 09, 2021, for the Request for Qualifications/Proposals for "Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse".

BY: Zina Schwartz
Signature

Print Name: ZINA SCHWARTZ
Company Name: CONSOR
Date: 12/10/2021.

CONSOR

Section II: Vendor Information

SECTION II: VENDOR INFORMATION

a. Vendor History

FIRM HISTORY

CONSOR Engineers, LLC (CONSOR) is the result of a multi-firm merger in late 2018, bringing together the collective strength of more than 1,200 professionals, headquartered in Houston and operating across the United States, to achieve a transformative engineering vision for the infrastructure needs of our communities. Our Texas-based legacy firm, AIA Engineers, was established in Texas in 1985 and has been serving Texas municipalities and state agencies for more than 35 years. We have evolved into a multi-disciplined hybrid transportation planning, design, and construction engineering, and inspection (CEI) company focused on providing innovative engineering solutions for today's transportation challenges to Federal, State, and local clients.

FIRM BACKGROUND

Currently CONSOR employs more than 335 licensed professional engineers across all service lines – transportation planning and design, structural assessment, construction services, and water resources. We take great pride in being a "local" consulting firm, building capacity, capability, and resources in cities where we work.

CONSOR proudly established its McAllen, Texas office in 2019 to serve clients and communities in the Lower Rio Grande Valley (LRGV). We are committed to continuing to grow our presence in the LRGV and have invested heavily in hiring top-notch local engineers and construction management staff to support our LRGV clients. We focus on building full-service multi-disciplinary services in each of our local offices. As such, our McAllen/LRGV team members are exclusively focused on understanding local issues and concerns, being responsive to our local clients, and advancing local priorities. Our professionals have many years of knowledge that is supported by hands-on experience to provide specialized engineering services that cater to our clients.

CONSOR has project development capabilities to provide traffic impact analysis, take a job from the planning stage through the plans, specifications, and estimates stage to completion of construction. We offer a total range of civil engineering services, including the following:

- Traffic Engineering and Analysis
- Roadway and Bridge Design
- Traffic Control Plans
- Hydrology/Hydraulic Studies & Modeling
- Drainage Design
- Value Engineering
- Pedestrian & Bicycle Facilities
- Water and Sewer Design Services
- Signs and Pavement Markings Design
- Traffic Signal Design
- Illumination Design
- Construction Management, Engineering, and Inspection
- Transportation Planning and Public Involvement
- Structural Assessment

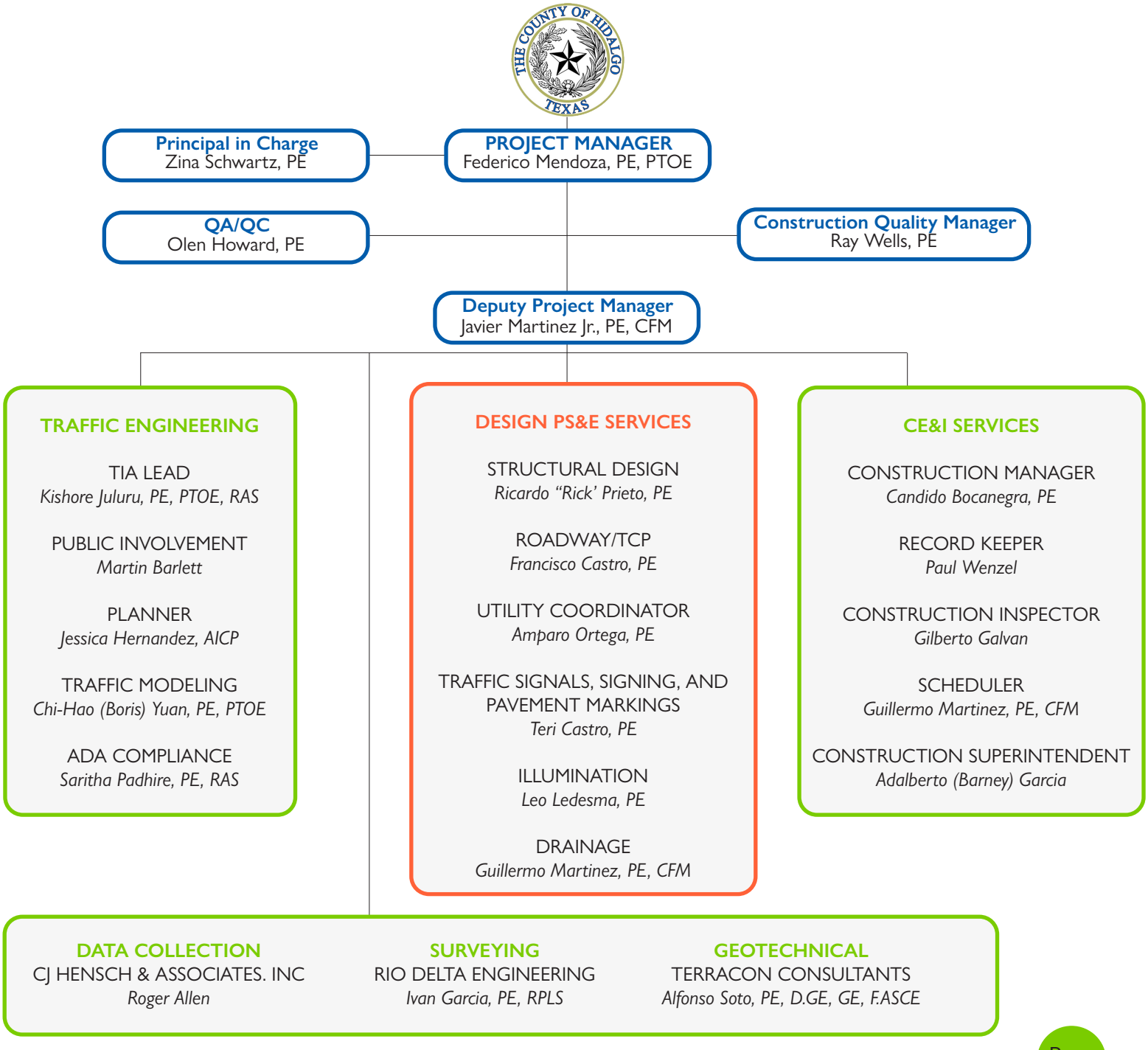
FIRM PRINCIPALS

Sandeep Patil, PE ..... Chief Executive Officer
Chaitanya (Chris) Rayasam ..... Chief Operating Officer
Aaron Fetzer, CPA, CGMA ..... Chief Financial Officer
Kerri Ingham ..... Chief Marketing Officer
Mindy Shimanek ..... Chief People Officer
Ashraf Islam, PE ..... Co-Chairman, Board of Directors
Raj Rangaswamy, PE ..... Co-Chairman, Board of Directors/President, Construction Services
David R. Reser, PE ..... Member of the Board of Directors
Jeffrey Rowe, PE ..... President, Structural Assessment

TEAM ORGANIZATION CHART

The CONSOR team will effectively coordinate with the County and its staff through weekly meetings and distribution of meeting minutes, project notes, and documentation of all decisions. PM Federico Mendoza, PE, PTOE will be the main point-of-contact and the sole source for all project communications to/from and between the team and County personnel. All written and verbal communications will be directed or copied to him as well. From the start of the project through completion, he will maintain effective and efficient systems of communication and project coordination.

Based on current and upcoming workloads of our team, we assure the County adequate availability to commence services immediately after the successful negotiation of the contract to perform services.



DESCRIPTION OF PROJECT TEAM

Project Manager

Federico Mendoza, PE, PTOE will serve as our PM and technical advisor for the recommendations to mitigate congestion and improve safety around the courthouse. He is very familiar with the street system around the courthouse and the traffic patterns in Edinburg and surrounding cities. He has performed traffic studies on SH 107 east of the courthouse and in front of the UTRGV campus. Over the years he has performed traffic studies, signal design, and signal retiming projects in the cities of Edinburg, McAllen, Mission, Pharr, and Weslaco. He is very familiar with the seasonal traffic patterns in the area (winter Texans) as well as the border traffic impacting these cities.

During his 38-year career, Federico has managed 24 traffic engineering contracts with TxDOT, including three on-call contracts with TxDOT's Pharr District. Under these contracts, he managed multiple work authorizations for traffic studies, signal design, corridor retiming, intersection widening, illumination, and intelligent transportation systems. He also managed traffic studies at the Houston County Courthouse in Crockett and the McCulloch County Courthouse in Brady. In addition, Federico managed several route studies in the RGV under contract with Cameron County for the expansion of key corridors such as US 281 (Military Highway); FM 511, FM 1561, FM 1419, and Morrison Road in the Brownsville area; and West Arterial and FM 509 in Harlingen. He also prepared traffic engineering studies for the Hidalgo County MPO, El Paso County MPO, and Harris County.

Federico will have 85% availability to dedicate to this project and is experienced in the following specialties:

1. Traffic Impact Study
2. Route and Design Studies
3. Signing, Markings, and Signalization
4. Traffic Control Plans
5. Plans, Drawings, and Specifications

Deputy Project Manager

Javier Martinez, Jr., PE, CFM has more than 13 years of experience and is TxDOT LGPP certified. His experience in transportation (roadway) includes roadway, signing, pavement markings, traffic control, irrigation, bridge class culvert widening, bridge layouts, intersection design, site development, pedestrian/bike facilities, public involvement, and construction management will prove invaluable. Javier will be copied on all correspondence involving the project and will work in tandem with our project manager to bring this project to successful completion.

QA/QC Manager

Olen Howard, PE has more than 34 years of experience and lessons-learned in transportation engineering. Olen will bring his profound understanding for interface concerns, precise design criteria, consistent standards, and continuous coordination that will be necessary for the success of this projects.

Traffic Engineering/TIA Lead

Kishore Juluru, PE, PTOE, RAS has more than 19 years of experience in conducting traffic engineering studies and designing traffic signals, illumination, and ITS elements for numerous municipal entities, various DOTs, and private sector clients. He started his career working on traffic engineering projects in the Pharr District and has also worked on traffic analysis for Anzalduas and Pharr-Reynosa International Bridges. Kishore has completed various traffic engineering studies, operation analyses with HCS, Synchro, and VISSIM software for the evaluation of alternative roadway improvements, signing and pavement marking plans, traffic signal layouts, traffic control plans, safety studies, and ITS.

Traffic Modeling

Chi-Hao (Boris) Yuan, PE, PTOE has more than six years of traffic engineering and safety analysis experience. He has worked on a variety of transportation projects including traffic forecasting, corridor improvement studies, corridor retiming, innovative intersection feasibility studies, and interstate access justification reports (IAJR). He is familiar with national/state traffic engineering manuals, traffic/crash databases, and planning processes. Boris is proficient in traffic analysis tools including Synchro, VISSIM, VISUM, SIDRA, HCS, CAP-X and safety analysis tools including HSS, ISATe, IHSDM, ArcGIS.

Traffic Signal Design, Signing, and Pavement Markings

Teri E. Castro, PE has more than 19 years of experience with planning/design of traffic and transportation engineering projects including TCP, traffic studies, illumination, traffic signal design and SPM for numerous clients throughout the state including cities, counties, TxDOT, and those in the private sector. Her experience includes PS&E projects ranging from Texas Super 2 and safety improvements to complete reconstruction of interstate highways. She has a strong understanding of various manuals used for signing, pavement markings, and delineation design including TxDOT's Freeway Signing Handbook and the TMUTCD. She is also familiar with GuideSign software.

Public Involvement
Martin Barlett, has led bilingual design or construction phase public involvement actives including public meetings, newsletters, notification via USPS and/or door-to-door. He has used innovative PI tools such as social media and Facebook Live to hold virtual public meetings. Martin has 16 years of experience in engaging the public to improve where they live, work, and play.

ADA Compliance
Saritha Padhirae, PE, RAS has more than 14 years of experience in traffic and transportation engineering services. She is a registered accessibility specialist (RAS) with significant experience to provide traffic and transportation engineering services including developing traffic control plans, and designing traffic signals, sidewalks, bikeways, trails, illumination, and signing and pavement marking plans for numerous facilities.

Planning
Jessica Hernandez, AICP is a senior transportation planner with experience working on complete streets projects, parking strategies, transit evaluations, and safety assessments. Jessica specializes in transportation data analysis and is skilled in synthesizing data from multiple sources. She is frequently called upon to interpret complex, technical results into simple and clear messages that can be used to support decision-making. Her work products have successfully communicated transportation conditions to a broad range of audiences, from planners and engineers to residents and city council members. Jessica is committed to working with stakeholders to create safe places for people of all ages and abilities to travel.

Bridge Design
Ricardo (Rick) Prieto, PE has 25 years of experience involving roadway design, land development, and structural design/assessment services. He has developed PS&E packages for bidding and construction, and has completed various civil engineering tasks for on-call contracts.

Roadway/TCP/PS&E
Francisco Castro, PE, CNU-A has more than 14 years of experience. He will be in charge of designing improvements on SH 107 around the courthouse, parking facilities including parking lots if needed, traffic control plans, and developing the plans, specifications, and estimate.

Drainage Design/Scheduler
Guillermo Martinez, PE, CFM has 20 years of roadway and water resource PS&E experience. He has worked on multiple project requiring coordination with floodplain administrators, TxDOT, U.S. International Boundary & Water Commission (USIBWC), and El Paso Water Control and Improvement District No. 1. Guillermo is proficient in Geopak Drainage, HEC-RAS, HEC-HMS, and HY-8. His scheduling experience includes scheduling, analyzing, monitoring, and evaluating critical path method schedules using P3, P6, ClaimDigger, and Schedule Analyzer and techniques in TxDOT's "CPM Schedule Development, Review, and Analysis Guidelines (12/7/2001 Ed)." He previously worked for the TxDOT El Paso District Construction section.

Illumination
Leo Ledesma, PE, has more than 19 years of experience in planning and design of transportation engineering projects. He will be responsible for developing conceptual drawings of illuminations if needed.

Utility Coordinator
Amparo Ortega, PE has more than 18 years of experience in civil engineering involving utilities and utility coordination. She has managed TxDOT utility engineering contracts consistently since 2015 and served as the utility coordinator for the Camino Real Regional Mobility Authority (CRMMA) since 2010. Amparo is responsible for determining utility conflicts and coordination with utility owners to resolve relocations, costs, and scheduling impacts. She has a depth of knowledge for TxDOT's Utility Accommodation Rules and Utility Agreement Process, which are required when project design ties into TxDOT roadways and drainage systems.

Construction Quality Manager
Ray Wells, PE has more than 25 years of experience in civil, transportation, and construction engineering fields. His experience includes designing, inspecting, and managing multiple transportation infrastructure projects ranging from simple overlays to total interstate reconstruction. Additionally, he has managed off (state) system projects in partnerships between municipalities and the State. Ray's overall experience brings a unique mixture of construction, maintenance, and design which helps reduce construction and maintenance costs for clients.

Construction Manager
Candido Bocanegra, PE has more than 13 years of experience in construction management services as well as cost estimating. His experience includes civil, roadway design, construction engineering, hydraulic design/analysis on open channels, and bridge structures. Candido has extensive experience in evaluating complex project issues and determining solutions that reduce construction cost and are cost-efficient to clients. He will provide direct oversight to the construction staff to manage the construction phase efficiently and effectively.

Recordkeeper
Paul Wenzel has more than 30 years of construction experience with projects ranging from conceptual stage to owner's acceptance. He has been responsible for administration and audit of contracts from time of letting thru final payment to contractors ensuring roadways/bridges and construction is in compliance with plans/specifications, federal/ state laws, regulations, policies, and procedures. Prior to joining CONSOR, Paul was employed by TxDOT for more than 25 years. He served as the Wichita Falls District Construction Administrator and District Environmental Quality Coordinator. He has administered more than 500 contracts in excess of $1B.

Construction Superintendent
Adalberto (Barney) Garcia, based out of the McAllen office, has more than 27 years of electrical system installation and construction inspection experience including eight years of recordkeeping. His experience includes maintenance, electrical, and construction inspections on multiple projects ranging from FM roads to interstates including off-system state projects. He has extensive experience in evaluating complete project issues and determining solutions that reduce construction cost and result in cost efficiency to clients. He has managed $1B in construction contracts and $20M in maintenance contracts and ensured construction activities comply with plans, specs, environmental, and National Electric Code (NEC) requirements.

Construction Inspector
Gilberto (Gilbert) Galvan, based out of the McAllen office, has more than 10 years of experience in risk management, surveying, electrical systems installation, and construction inspections. His experience includes overseeing inspections on traffic signals, illumination, roadway, bridge, drainage, and electrical system contracts. He ensures construction activity compliance with plans, specifications, environmental, and NEC requirements. Serving as safety coordinator, Gilbert has inspected construction work zones and verified daily work activities comply with OSHA safety regulations. He has notable success ensuring contractors/subcontractors meet rigorous objectives and complete complex assignments on critical projects.

Data Collection
Roger Allen (C J Hensch & Associates, Inc) has 20 years' experience in the field of transportation engineering studies and data collection project management. During this time he has worked with the researchers and developers of the Bluetooth Technologies from Texas A&M's Transportation Institute which enables to better understand the technologies capabilities. This allows Roger to scope and deliver innovative/ cost effective solutions to complex problems many agencies/ planners face. He also developed all safety and installation methods for data collection efforts. As the team's key person for data collection, technical development and technical support, Roger will ensure that the team will deliver the highest quality traffic data.

Surveying
Ivan Garcia, PE, RPLS (Rio Delta Engineering) has more than 13 years of experience in the engineering and surveying services in the Lower Rio Grande Valley. They offer professional land surveying services using state of the art technology and equipment, providing services such as ALTA, title and boundary surveys, parcel/right-of-way maps for acquisition, appraisals, and condemnation proceedings, metes and bounds/legal descriptions, construction staking for survey alignments of roadways and/or utilities including the establishments of right-of-ways, easements, baselines and legal descriptions, as-built survey, design and construction survey, topographical survey, drone-surveying for aerial photogrammetry and mapping, horizontal and vertical control points (benchmarks) and maps, construction staking, and virtually any surveying and mapping applications our clients have required for their projects.

Geotechnical
Alfonso A. Soto, PE, D.GE, GE, F.ASCE (Terracon Consultants) has over 29 years of experience in geotechnical engineering, construction materials testing, project management, geotechnical design, inspection of deep and shallow foundations, exploration for commercial, industrial, residential, and governmental projects in the Lower Rio Grande Valley.

FIRM'S COMMITMENT AND AVAILABILITY TO COMMENCE SERVICES

Based on current and upcoming workloads, the CONSOR team members are immediately available to begin providing services after successfully negotiating a contract for services. We understand that every project requires different tasks pursuant to the project schedule, which can range from weeks to months. Our team of professionals are excellent at setting aggressive schedules and are accustomed to navigating through the process in the most efficient manner. We have organized a team with ample qualified engineering expertise who are ready to be assigned to this project, per the schedule requirements, to reach successful completion.

Because projects can be dynamic, CONSOR is fully prepared to fast-track the schedule if the need arises. Should events occur that necessitate additional personnel be assigned to the project due to either schedule or other conflict, we are fortunate to have the flexibility to assign such personnel from

other offices, both in Texas and nationwide.

PM Federico Mendoza, PE, PTOE will be fully accountable to the County for the project schedule, quality, and budget. However, the entire CONSOR team has a responsibility to each other and to the County for these items. To track the project and control the schedule, Federico will utilize several different processes intertwined into a total project management package.

AFFIRMATIVE ACTION PROGRAM

CONSOR Engineers, LLC is an Equal Employment Opportunity/Affirmative Action Employer, and we endorse a policy of non-discrimination in all personnel-related matters. It is the policy of CONSOR to maintain a work environment that is free from unlawful discrimination, harassment, and/or retaliation. CONSOR adheres to US Equal Employment Opportunity (EEO) laws which prohibit discrimination on several bases, including race, color, religion, sex, sexual orientation, age, national origin, disability, and disabled veteran, newly separated veteran, campaign veteran or armed forces service medal veteran status or any other basis protected by state, federal or local laws.

It is also the policy of CONSOR to take affirmative action to employ and to advance in employment all persons regardless of their race, color, religion, sex, age, national original, pregnancy or status as qualified individuals with disabilities or qualified protected veterans and to base all employment decisions only on valid job requirements.

This policy applies to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay and other forms of compensation, and selection for training, and it applies at all levels of employment. Employees and applicants of CONSOR will not be subject to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any federal, state or local law regarding EEO.

In order to ensure dissemination and implementation of EEO and Affirmative Action policies throughout all levels of the company, our Affirmative Action Statement is included in our Administrative Policies and Procedures Handbook, which is distributed to all employees upon their hire and annually thereafter. CONSOR Engineers, LLC is an Equal Opportunity/Affirmative Action Employer and does not discriminate against applicants or employees on the basis of race, color, religion, national origin, political affiliation or belief, sex, age or handicap.

b. Personnel and Staffing

The following biographic summaries highlight the experience and qualifications of team's management personnel as well as task leaders for each of the specified disciplines on the organization chart. The biographic summaries include projects from within the last 12 months as well as each team member's current professional engineering license, if applicable.

Zina Schwartz, PE

Principal in Charge

Zina Schwartz, PE has more than 26 years of experience in the traffic and transportation engineering fields. She has designed traffic signals and traffic control plans (TCP), performed traffic impact studies, developed signing and pavement markings, designed illumination, and led transportation planning. Additionally, she has worked with the Advanced Project Development section at TxDOT. She is experienced in operation analyses with HCS and SYNCHRO software for the evaluation of alternative roadway improvements. Her responsibilities have included designing traffic signal and traffic control plans, signing and pavement markings, and transportation planning. She is familiar with the Sign Crew Field Book and has prepared signing and pavement marking plans for TxDOT projects. Zina has provided engineering services to the City of Missouri City, Fort Bend County, Harris County, City of Houston, METRO, and TxDOT.

Relevant project experience within the last 12 months include:

Tierwester Street Realignment, City of Houston, Texas

Zina was the QA/QC and Traffic task lead for the development of Preliminary Engineering Report (PER) and PS&E for the realignment of Tierwester Street that included new roadway pavement, storm sewer, sidewalks, and water lines. The purpose of this project involved re-aligning the roadway facilitating better traffic movements, benefit Houston's residential communities as well as the Lilly Grove Baptist Church, utilizing the City's new Complete Street initiative and design criteria. Joe Guerra was the project manager in charge of developing the PS&E for the realignment of Tierwester Street to include new roadway pavement, storm sewer, sidewalks, illumination, and water lines. Conducted extensive stakeholder engagement for this project. There were two challenges to this project. First, the re-alignment of the Tierwester roadway was at the request of the Lilly Grove Baptist Church that would include a land swap between the City of Houston (COH) and the church. The other challenge involved the relocation of bus stop locations along the route. In order for the project to be successful, a significant amount of coordination was required by CONSOR, the COH, the Baptist church, the existing utility providers, the transit agency, and finally the land surveyor producing the metes and bounds for the land swap This project included a change order without increasing the project's budget to extend Faulkner Street to provide better access to residents west of the re-aligned Tierwester Street. The construction consisted of existing roadway demolition. Project elements involved the abandonment of the old roadway alignment right-of-way, new roadway re-alignment, concrete pavement, concrete curb, 6-ft. sidewalks, storm sewer inlets and manholes, water line mains, leads, valves, fire hydrants, sanitary sewer manhole adjusting, power pole relocation, COH smart city streetlights, and METRO bus stop reconstruction and relocation. This project was recently awarded the American Public Works Association (APWA) Texas Chapter award for technical innovation.

Traffic Signal Improvements (Various Locations), TxDOT El Paso District

Zina was the QA/QC manager for the PS&E development consisting of traffic signals improvements at various intersections throughout the El Paso District. The plans consisted of removing and replacing traffic signals at seven intersections, the installation of a High Intensity Crosswalk System (HAWK) at one location, and the installation of solar-powered LED chevrons at one location. ADA accessibility was addressed at all sites with the addition of new sidewalks and wheelchair ramps. Traffic control and storm water pollution prevention plans were developed. Each intersection had its unique challenges due to existing conditions at each site. The existing utilities, interconnection, pre-emption equipment, limited right-of-way, and complex geometry are examples of the challenges the team encountered.

- **EDUCATION**
  BS, Civil Engineering, The University of Texas at Austin, 1994
- **LICENSE**
  Professional Engineer - TX #85814

Federico Mendoza, PE, PTOE

Project Manager

Federico Mendoza, PE will serve as the project manager for this project. He will also serve as technical advisor for the recommendations to mitigate congestion and improve safety around the courthouse. He is very familiar with the street system around the courthouse and the traffic patterns in Edinburg and surrounding cities. He has performed traffic studies on SH 107 east of the courthouse and in front of UTRGV campus. Over the years he has performed traffic studies, signal design, and signal retiming projects in the cities of Edinburg, McAllen, Mission, Pharr and Weslaco. He is very familiar with the seasonal traffic patterns in the area (winter Texans) as well as the border traffic impacting these cities.

Relevant project experience within the last 12 months include:

RM 620/ RM 2222 Signal Retiming Project, Austin, TxDOT Austin District

Federico managed the task of developing optimized signal timings for the synchronization of signals on the RM 620 and RM 2222 corridors in northwest Austin. The project consisted of incorporating two new traffic signals to the existing signal systems on each corridor. The new signals were installed for the new Connector Road between RM 620 and RM 2222, a key mobility and safety improvement in the area. Federico developed several plans of operation to achieve progression for the major traffic movements along each corridor and to/from the new Connector Road. He coordinated the project with TxDOT's Austin District North Area Office, and the City of Austin Transportation Department (ATD). He prepared a technical memorandum to document the analysis and recommendations. Federico obtained approval from the city for the proposed timing plans, since the city would ultimately assume the project and the maintenance of the new signals.

Shoreview Drive Signal Timing Development Project, Ministry of Transportation of Ontario, Canada

Federico assisted with development of unconventional signal phasing and timings for the bridge reconstruction project on Shoreview Drive over Highway 11, between Fawcett Road and McClelland Road in the Ontario Province. The bridge reconstruction required the two-lane bridge to operate with a single lane throughout the construction period. A temporary signal was designed to automate traffic control over the one-way bridge. The complicating factor was the intersections with Fawcett and McClelland on each end of the bridge. Federico developed a special phasing sequence for the operation of the temporary signal. He presented the recommended operation to the Ministry of Transportation (MTO) and worked until consensus was reached on the desired operation.

Traffic Signal Design, IH10 Reconstruction, TxDOT Yoakum District

Federico led the design of a traffic signal at the intersection of the IH10 frontage roads with BUS 71 (Fannin Street) in Columbus, as part of the IH10 widening and reconstruction project. The project included conversion of two-way frontage roads to one-way. He designed the signals at each frontage road for a diamond configuration. He coordinated the project with roadway designers to achieve the optimum design to preserve intersection capacity and pedestrian safety. He supervised the production of plans and development of estimates for the project.

- **EDUCATION**
  BS, Civil Engineering, The University of Houston, 1982
- **LICENSE**
  Professional Engineer - TX #63311
- **CERTIFICATION**
  Professional Traffic Operations Engineer - #273

Javier Martinez, Jr, PE, CFM

Deputy Project Manager

Javier Martinez Jr., PE, CFM has more than 13 years of engineering experience in the management, design, construction for TxDOT and Local Government transportations projects, whereby the last seven years were with the TxDOT Pharr District. As project manager, he managed and designed more than $300M in PS&E in-house. He has also served as an expert witness to Right-of-Way Acquisition Eminent Domain and presenting in public meetings/hearings. As one of the lead design engineers for the section, his design experience includes bridge class culvert widening, curb and gutter, roadway facilities, Super 2 (passing lanes), drainage ditch design, hydrology/hydraulics design, interstate, hike and bike trails, raised medians, retaining walls, sound walls, traffic signals, illumination, drainage, landscaping, bridge overpasses, construction time schedule, and control access expressway facilities. Javier also has experience with accelerated construction projects and has more than four years of experience in surveying and site development.

Relevant project experience within the last 12 months include:

FM 1847 widening from 2893 to FM 106, TxDOT Pharr District

Javier is currently serving as the construction PM of FM 1847 in Los Fresnos Texas, where he is managing the construction of a $20M rehabilitation and widening of the existing roadway project that consisted of grading, flex base, asphaltic concrete pavement, signing, pavement markings, drainage structures, wildlife crossings, and bridge widening. This project has been a turnkey project where Javier has been in charge of the project from the pre-construction meeting to the expected project completion in April 2022 while keeping TxDOT manager inform of project progress, issues, and resolutions. Mr. Martinez has been responsible from the contractor's performance to the CONSOR internal team (Recordkeeper & inspector/s) to the subconsultants (scheduler and inspectors) from the start. Other duties consist of site visits, addressing RFI's, approval/rejection of shop drawing submittals, change order documentation, weekly progress reports, construction conflict resolutions, approval/rejection of monthly estimate, monthly meetings, coordination with Engineer on Record, addressing public concerns, and engineering judgement calls on field change.

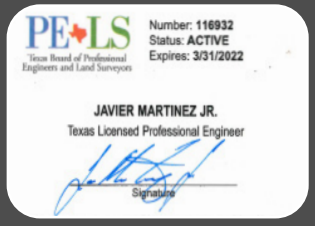
IH 10 from New Mexico/Texas State Line to LP 375, TxDOT El Paso District

Javier assisted the CONSOR El Paso office as the drainage task lead responsible for the first 3 miles from New Mexico state line to Westway Boulevard out of the 13-mile ($240M) IH 10 widening project. Javier's involvement consisted of developing external and internal drainage area maps, ditch and storm system design, scour analysis report for the existing/proposed IH-10 bridges, and coordinating with drainage, roadway and bridge design teams. Mr. Martinez developed the external drainage areas utilizing software's like Watershed Model Systems (WMS) and HecRas to calculate the storm water runoffs and scour calculations for bridge scour mitigations due to fast runoff velocities from the large watersheds with steep slopes in the streams naturally developed from the EL Paso Mountains.

US 77 from Norias Road to 1.34 miles North of Willacy/Kenedy County (13.40 Miles), TxDOT Pharr District

Consist of constructing main lanes and overpasses for IH-69 corridor. Javier is serving as the CONSOR's Design Project Manager leading a team of engineers to develop Traffic Control Plans, temporary drainage, small and large signs, pavement markings, and illuminations for the 13 miles of US 77 corridor. Mr. Martinez has strategic developed the traffic control plans in conformance with Pharr district preference by applying the leap frog approach on the sequence of construction to provide a cost savings to the state while maintaining access and travel lanes open at all times during construction.

- **EDUCATION**
  BS, Civil Engineering, Texas A&M University at Kingsville, 2008
- **LICENSE**
  Professional Engineer - TX #116932
- **CERTIFICATION**
  Certified Floodplain Manager ASFPM - #3279-17N



Raymond (Ray) Wells, PE

Construction Quality Manager

Ray Wells, PE has more than 23 years of experience in civil, transportation, and construction engineering fields. His experience includes designing, inspecting, and managing multiple transportation infrastructure projects ranging from simple overlays to total interstate reconstruction. Additionally, he has managed off (state) system projects in partnerships between municipalities and the State. Ray's overall experience brings a unique mixture of construction, maintenance, and design experience, which helps reduce construction and maintenance costs for clients. He has managed project specific contracts, as well as indefinite deliverable contracts.

Relevant project experience within the last 12 months include:

US 59 Improvements, TxDOT Houston District

As project manager, Ray is providing construction, engineering and inspection services to assist TxDOT in managing construction operations before, during, and after construction improvements on US 59. Ray is also providing delivery of turnkey construction management services for the 7.35-mile construction widening from Spur 10 to FM 762 including grading, base, paving, walls, bridges, storm sewer, electrical, and traffic signals. Primary work consists of new frontage roads, new bridge structures, new mainlane construction, retaining walls, and miles of concrete paving.

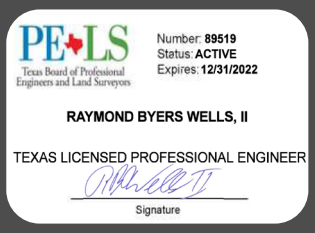
FM 1938 from Randol Mill to FM 1970/Southlake Boulevard, TxDOT Fort Worth District

As project manager, Ray is overseeing construction management services for the $20M upgrade of FM 1938 from a two-lane rural section with open ditches to an urban four-lane divided section with left-turn lanes and underground storm sewer system. The 1.6-mile project includes a four-lane roadway with raised curb medians from Randol Mill Road to FM 1709 and improvements at the intersection of FM 1938 and FM 1709/Southlake Boulevard, which will provide dual left-turn lanes to enhance mobility through the intersection. A double 8x8 box detention structure was constructed to reduce the volume of runoff. The project improves safety and enhances mobility in Southlake and in northeast Tarrant County

IH 10 from the Brazos River to east of FM 359, TxDOT Houston District

Ray is the project manager responsible for providing construction engineering and inspection services to assist the state in managing its construction operations and improvements for 5.8 miles of IH 10 from the Brazos River to east of FM 359 in Waller County. This project will upgrade the freeway facility consisting of the widening to six lanes with two-lane (one-way) frontage roads, safety lighting, intelligent transportation system, and CTMS. Primary work includes new main lane construction, new frontage roads, bridge widening, and culvert extensions. The existing condition consists of four lanes with two-way frontage roads. CONSOR is managing the delivery of turnkey construction management services

- **EDUCATION**
  BS, Civil Engineering, Texas A&M University, 1995
- **LICENSE**
  Professional Engineer - TX #89519



Kishore Juluru, PE, PTOE, RAS

Traffic Engineering/TIA Lead

Kishore Juluru, PE, PTOE, RAS has extensive experience in conducting traffic engineering studies and designing traffic signals, illumination, and ITS elements for numerous municipal entities, various DOTs, and private sector clients. Kishore has completed various traffic engineering studies, operation analyses with HCS and SYNCHRO software for the evaluation of alternative roadway improvements, signing and pavement marking plans, traffic signal layouts, traffic control plans, and ITS. In addition, many of Kishore's projects have involved extensive field data investigations.

Relevant project experience within the last 12 months include:

Fort Bliss Traffic Impact Analysis, U.S. Army Corps of Engineers (USACE),

The City of El Paso plans to lease a 70-acre portion of the Army-owned Lower Beaumont property and develop a recreational facility and fire stations. Kishore was responsible for completing the study by conducting data collection, trip generation, trip distribution, and performing a level of service (LOS) analysis. Based on the analysis, the site traffic is expected to have minimal impact on the surrounding road network. CONSOR built the existing SYNCHRO model with traffic data collected, calibrated the model, then updated and optimized signal timing for the future year no-build model to form the basis for comparison. CONSOR also built the proposed SYNCHRO model with the development in place. MOEs, such as intersection delay, LOS, corridor LOS was presented and compared to provide insight as to the impact that this development will bring to the area within the city.

ADA/Universal Accessibility and Safety Improvements at the Hillcroft Transit Center, Houston, Texas

In coordination with Houston METRO, Kishore reviewed the independent RAS provided comments for accessibility issues at the Hillcroft Transit Center. Conducted site visits to document existing slopes at pedestrian ramps, identify safety and constructability issues. Provided updated drawings addressing accessibility concerns and safety improvements for parking spaces, accessible parking spaces, wheel stops, bike racks, ped ramps, bus stops signs, passenger drop offs and a bike repair station within the transit center.

On-Call ITS/Signal Design and Construction Phase Services, City of Houston, Texas

Kishore managed the construction phase services of the four signals (Sheffield at Market, Memorial – Fire Station # 57, Dunvale at Richmond, and Westview at Wirt) at different locations in City of Houston. Challenges included relocation of existing utilities, conversion of aerial AT&T utilities to underground, accommodating aerial lines blocking the view of signal heads (the signal heads were raised to be clearly visible to the motorists), raising/relocating CenterPoint aerial lines, coordination with City of Houston to relocate the vent pipe to be able to accommodate ADA compliant ramps with truncated domes at the intersections. The work involved transitioning the sidewalk to pedestrian ramps meeting ADA requirements and guidelines. Also conducted the interim and final walk thru with checklist with City of Houston PM and inspector to ensure contractor completed all the work as per the design and RFI directions provided and final as-builts were provided.

- **EDUCATION**

  MS, Transportation Engineering, The University of Texas at Arlington, 2004

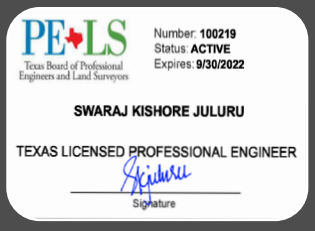
  BS, Civil Engineering, University of Bombay, 2000

- **LICENSE**

  Professional Engineer - TX #100219

  Professional Traffic Operations Engineer - #2688

  Registered Accessibility Specialist - #1586



Ricardo (Rick) Prieto, PE

Bridge Design

Rick Prieto has 25 years of experience managing/designing roadway, land development, structural improvement projects including hydraulic design/analysis of open channels, bridges, culverts, inlets, and storm sewers throughout Texas. He has developed PS&E packages for bidding and construction. He supervises engineers, technicians, and draftspersons in preparation of final construction plans, specifications, and cost estimates for roadways, bridges, and major highways. He is the project manager for the TxDOT Statewide BRINSAP contracts and the project manager for over 10,000 on/off system bridges. His responsibilities included in-depth inspection, documentation, inventory, load rating, repair/maintenance recommendations, elemental data collection, and final reports of bridge types such as reinforced concrete, prestressed concrete, timber, steel (continuous and simple spans), steel truss, and concrete box culverts..

Relevant project experience within the last 12 months include:

IH 10 Westbound Frontage Road Reconstruction, TxDOT El Paso District

As project manager,Rick developed PS&E for operational improvement of IH 10 westbound frontage lanes in El Paso County. The project limits began at the New Mexico/Texas State line to Westway Boulevard (approximately three miles), to include the reconstruction of the frontage roads to urban standards, design of a new turnaround bridge at the Westway Boulevard intersection, drainage design, illumination design, signing and striping, traffic control plan, retaining walls, intersection improvements at Antonio Street and other cross streets within the project limits, storm water pollution prevention plans (SW3P), and construction cost estimates.

Bridge Reconstruction-Alabama, Davis, Delta, and Yarbrough, City of El Paso, Texas

Rick was the project manager for the bridge reconstruction of four off-system bridges - Alabama, Davis, Delta, and Yarbrough. An H&H report was submitted for this project. The Alabama and Delta locations were located in FEMA Zone AE crossing. Drainage areas were delineated for four locations, ensuring that water surface elevations were appropriately met. Also, all bridge locations were analyzed for scour protection measures. Reconstruction efforts included replacing existing driving lanes, 5-ft. minimum of ADA-compliant sidewalk/ramps and bicycle lanes in each direction, ADA ramps if required, trees and shrubs if feasible, and approach pavement replacement up to 150 ft in each direction. CONSOR provided utility coordination and utility clearance. This project has been cleared environmentally with a categorical exclusion (CE). Rick coordinated with the major stakeholders included the City of El Paso, TxDOT, El Paso Water, AT&T, and Texas Gas to minimize conflicts during construction and ensure the project was completed on time. The Davis bridge replacement crosses the Franklin Canal, which is in the jurisdiction of the El Paso Water Improvement District #1 (EPCWID #1). In addition to the design complying with City and El Paso and TxDOT standards/specifications, the EPCWID #1 standards for construction were followed.

- **EDUCATION**

  BS, Civil Engineering with Structural Speciality, The University of Texas at El Paso, 1994

- **LICENSE**

  Professional Engineer - TX #91123

Leonardo Ledesma, PE

Illumination

Leo Ledesma, PE has more than 19 years of significant experience in traffic/transportation involving installation of traffic signals, installation of continuous illumination and/or safety lighting, installation of traffic calming measures (roundabouts, bulb outs, and raised medians), ITS design, signing and pavement markings, and bicycle/pedestrian facilities. He has also completed the Roadway Lighting & Electrical Engineering Training and Roadway Illumination and Electrical installation DOT (TRF-450) courses. Leo has served as the project manager for the City of El Paso On-Call Traffic Engineering contract. He has also served as the lead engineer for all traffic engineering designs for City of El Paso projects completed since 2007. Mr. Ledesma is currently the deputy project manager for an On-Call TxDOT El Paso Traffic Engineering and ITS contract.

Relevant project experience within the last 12 months include:

On-Call Traffic Engineering, City of El Paso

Leo was the project manager in charge of managing this on-call traffic engineering services for the City of El Paso since 2017. His work has included over 10 work authorizations (WAs), which have included TIAs, traffic signal design, data collection, school flashing beacon design, bicycle and pedestrian improvements, signing and pavement markings, construction phase services, specifications, and cost estimates. As part of the traffic signal designs, Leo was involved with the utility coordination to ensure no conflicts at intersections with the limited right-ofway. The school flashing beacon WAs were to be constructed by the City of El Paso in-house forces and he accommodated the design to the available equipment.

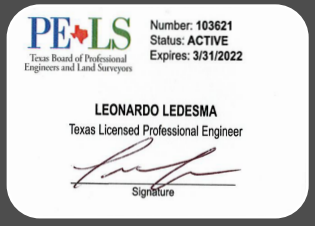
Traffic Signal Improvements II (Various Locations), TxDOT El Paso District

Leo was the project manager for the PS&E development consisting of traffic signals improvements at various intersections throughout the City of El Paso. The plans consisted of removing and replacing traffic signals at thirteen intersections. Typical traffic signal design included the installation of conduit, conductors, traffic signal cables, traffic signal poles, vehicle signal heads with retroreflective backplates, traffic signal controllers, vehicle detection (VIVDS and/or RADAR), APS pole assemblies, pedestrian signal heads, wheelchair accessible ramps, sidewalks, signing, pavement markings and when necessary fiber optic intercommunication cable. Reviewed existing traffic patterns and traffic counts to adjust phase sequences to help improve traffic flow at the intersections where possible. Proximity of a railroad at one intersection required the development of Exhibit A documents for railroad approval. Develop temporary construction license exhibits in areas with limited right-of-way (ROW) caused a construction issue or where existing state elements were outside of TxDOT ROW to assist TxDOT with property owner coordination.

Installation of Traffic Signals, City of El Paso, Texas

Leo served as the project manager for the PS&E development consisting of installing traffic signals at seven intersections and the installation of advanced school zone flashers at one location. ADA accessibility was addressed at all locations with the addition of new sidewalks and wheelchair ramps. As part of the City's efforts to combat COVID -19, CONSOR developed an alternative bid for the incorporation of touchless pedestrian push button assemblies (Light Guard Systems-SmartSense and SWARCO – Touchsensor). Leo led the research effort and provided product options to the City. The City-approved option was included in the design with specifications and an accurate cost estimate.

- **EDUCATION**
  BS, Civil Engineering, University of Texas at El Paso, 2001
- **LICENSE**
  Professional Engineer - TX #103621



Amparo Ortega, PE

Utility Coordinator

Amparo Ortega, PE has more than 17 years of experience in the civil engineering field. She has managed TxDOT utility engineering contracts since 2015, and she has served as the utility coordinator for the Camino Real Regional Mobility Authority (CRRMA) since 2010. She is responsible for determining utility conflicts and coordinating with utility owners to resolve relocation, cost, and schedule impacts. She has developed local contacts with utility companies across Texas, including those in the El Paso, Dallas, Houston, and Austin areas, as well as rural areas across the state. She has a vast knowledge of TxDOT's Utility Accommodation Rules and TxDOT's Utility Agreement Process. Amparo also assisted the City of El Paso with ensuring state and federally funded projects were documented in compliance with TxDOT guidelines for projects under design/construction.

Relevant project experience within the last 12 months include:

IH 35 from Shiloh Drive to 0.25 Miles North of US 59/IH 69W, TxDOT Laredo District

Amparo is the project manager on this project that involves utility engineering investigation (SUE) including mapping utilities such as water, wastewater, telephone, fiber, cable TV, and State ITS fiber/State illumination. Amparo is overseeing the utility adjustment coordination, utility engineering, and utility construction management and verification services for a railroad grade separation, to include reconstruction of the interchange along IH 35 (North of Shiloh Drive) to US 59/IH 69W. She serves as the project manager for the preparation of the utility conflict matrix, utility clearance letters, and agreement assemblies for all utilities requiring relocation.

IH 10 Reconstruction from the Colorado Coutny Line to FM 3538, TxDOT Yoakum District

Amparo served as the utility engineering task leader for the development of schematic refinements and PS&E for the $155M reconstruction of IH 10 from four- to six-lanes and converting two-way frontage roads to oneway. She led SUE activities and prepared utility agreement assemblies to include a review of scope, improvement plans, schedule, cost, and Buy America provisions. Amparo analyzed utility conflicts, reviewed relocation plans, and provided notes on utility layouts of planned utility relocation timelines. She oversaw the performance of 30 QLA test holes to include many oil/gas crossings. This was instrumental in developing IH 10 construction schedule and determining the critical relocations to track. A proposed right-of-way with estimated acquisition dates was overlaid on the map. Amparo worked closely with the design team to minimize utility conflicts including revising the roadway ditch. The team installed a concrete cap at one gas transmission line for protection to avoid relocation. Improvements of another gas line crossing required encasement extension to remain under the pavement.

- **EDUCATION**

  MS, Civil Engineering, The University of Texas at San Antonio, 2002

  BS, Biology, The University of Texas at San Antonio, 1996

- **LICENSE**

  Professional Engineer - TX #103686

Francisco Castro, PE

Roadway TCP

Francisco Castro, PE has 14 years of experience in the civil engineering field including drainage design and flood control projects, residential street rehabilitation, construction inspection, highway design, land development, and water/wastewater design. He has designed plans and profiles for roadways and utilities as well as performed hydraulic and hydrologic calculations for the conveyance of storm water runoff. He has designed the grading of commercial, residential, and educational sites. His experience includes achieving levels of environmentally sustainable principles (LEEDs, SITES, etc.). Francisco has designed SW3Ps and performed regular field inspections.

Relevant project experience within the last 12 months include:

IH 10 Safety Rest Areas, TxDOT El Paso District

Francisco served as the project manager who provided roadway, drainage, and parking lot design for two new rest areas on undeveloped land along IH 10 in Culberson County. He designed the widening of IH 10 to facilitate the acceleration/deceleration lanes for the on/off-ramps in both the eastbound and westbound directions. Additional roadway design was provided to connect the ramps to and from two separate parking lots design for 18-wheel tractor-trailers and the other for passenger vehicles near the rest area building. The design of the parking lots included accommodating ADA accessibility throughout the parking lots, providing an accessible route to the sidewalk adjacent to the buildings, and an appropriate number of parking stalls in accordance with the Texas Accessibility Standards. The drainage improvements required to facilitate the new roadways, parking lots, and new buildings included extending the existing culverts, designing new culverts, designing flumes to evacuate roadway storm runoff, and designing inlets.

Traffic Control Plan Preparation - Citywide Bicyle Infrastructure, City of El Paso, Texas

Francisco was the traffic control task lead who designed the traffic control plans for the addition of bicycle infrastructure including buffered bicycle lanes, conventional bicycle lanes, shared-lane signage, wayfinding, and intersection treatments. The traffic control had to accommodate phased construction allowing at least one travel lane open and appropriate road closure signage at intersections in accordance with the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

- **EDUCATION**
  BS, Civil Engineering, The University of Texas at El Paso, 2006
- **LICENSE**
  Professional Engineer - TX #109769

Guillermo Martinez, PE, CFM

Drainage/Scheduler

Mr. Martinez has 20 years of engineering experience that he acquired while working for the City of El Paso, El Paso County Water Improvement District #1, U.S. International Boundary & Water Commission, NMDOT, TxDOT, the Hidalgo County Regional Mobility Authority, La Salle County Texas, and private consulting firms. He has experience in the design, construction and inspection of roadway/ bridge, water resources, and land development projects. Moreover, he has served as a field resident project representative, construction engineer, design engineer, project manager, and critical path method (CPM) scheduler. His scheduling experience includes scheduling, analyzing, monitoring, and evaluating CPM schedules using P3, P6, ClaimDigger, and Schedule Analyzer and techniques in TxDOT's *CPM Schedule Development, Review, and Analysis Guidelines (12/7/2001 Ed)*. He previously worked for the Construction Section of the TxDOT El Paso District.

Relevant project experience within the last 12 months include:

Lomaland Street and Draingage Improvements, City of El Paso, Texas

Mr. Martinez served as the drainage task lead on the Lomaland Drive and Paddlefoot Lane project, which consisted of the reconstruction of established neighborhood streets and design of new subsurface storm water system. For Lomaland Drive, CONSOR proposed to tie-in to an existing regional pond in an adjacent subdivision for the southern project limits and designed a new regional pond to capture storm runoff from the northern project limits with the acquisition of vacant lots by the COEP. Both Lomaland and Paddlefoot roadway improvements included new ADA compliant curb ramps, sidewalks, driveways, landscaping the parkway, street illumination, and utility coordination for the relocation of gas, water, and sanitary sewer lines. The firm also developed a traffic control plan with detour routes and phased sequence of construction layouts to minimize surrounding local street traffic and allow the residents access their homes.

FM 1281 Drainage Study, TxDOT El Paso District

Mr. Martinez served as the project manager for this project involving planning-level, right-ofway to right-of-way drainage study to determine the drainage impacts caused by the corridor's proposed roadway alternatives for a 9.42-mile section of FM 1281 from Alameda Avenue to Ascension Street. Mr. Martinez used HEC-HMS, the Malcolm Small Watershed method, and ArcGIS spatial analyst to size the proposed ponds that would be used to mitigate the additional storm runoff resulting from the increase in impervious areas associated with the proposed roadway alternatives. He worked directly with the hydraulic modelers to analyze existing culverts and roadside ditches using HEC-RAS 2D to identify problem areas. Furthermore, Mr. Martinez used GeoPak Drainage to find drainage issues within the project limits for the existing and proposed conditions and performed the hydraulic analysis for the storm drains and open ditches. He presented the drainage recommendations to the public, TxDOT, the City of Socorro, the Town of Horizon City, and El Paso County via various public meetings. Through these public meetings and presentations, he addressed the challenge of identifying the right-of-way required to accommodate drainage easements and the expansion of existing retention ponds.

- **EDUCATION**
  BS, Civil Engineering, The University of Texas at El Paso, 2000
- **LICENSE**
  Professional Engineer - TX #95786
- **CERTIFICATION**
  Certified Floodplain Manager - #2212-11N

Candido Bocanegra, PE

Construction Manager

Candido Bocanegra, PE is TxDOT LGPP certified and has more than 13 years of experience in construction engineering and management, inspection, civil, roadway design, hydraulic design/ analysis on open channels, and bridge structures. He oversaw and managed design, maintenance, and construction operations on multiple projects ranging from farm-to-market roads to interstates, including off-system state projects. Candido has extensive experience in evaluating complex project issues and determining solutions that reduce construction cost and result cost-efficient to clients.Throughout his career, he has managed and oversaw more than $300M in construction contracts and $30M in maintenance contracts in his career.

Relevant project experience within the last 12 months include:

SH 358, TxDOT Corpus Christi District

Candido serves as the project manager for the $50M SH 358 ramp reversal projects involving grading, paving, drainage, bridges, retaining walls, landscaping, traffic control, signals, ITS, signing, illumination, barriers, and pavement markings. He was responsible for overseeing the project budget, payments, construction schedules, SW3P, constructibility reviews, change orders, traffic control plan sequencing, and stakeholder coordination. Candido meets with the contractor on a weekly basis and documents meeting minutes to ensure project activities are executed as depicted on the project schedule, as well as to evaluate the project progress. He evaluates and addresses all complex project issues and determines solutions to reduce construction cost resulting in cost efficiency to the client.

FM 3338, TxDOT Laredo District

Candido serves as the project manager for the $23M rehabilitation of FM 3338, which is a high-volume truck traffic industrial route that connects FM 1472 to SH 255 (former toll road). The project proposed to widen and rehabilitate FM 3338 for the heavy commercial truck traffic and provide safety improvements on the corridor. He is responsible for providing direct oversight to the staff including subcontracted partners to manage the projects efficiently and effectively. Candido is in charge of monitoring and tracking RFIs, change orders, submittals, and all correspondence. He meets with the contractor on a weekly basis, documenting meeting minutes to ensure project activities area executed as depicted on the project schedule and to evaluate the project's progress. Candido is responsible for coordinating the overall effort to provide a complete construction management package to ensure the staff understands their roles and work effectively with TxDOT and the contractor.

- **EDUCATION**
  BS, Civil Engineering, Texas A&M University at Kingsville, 2008
- **LICENSE**
  Professional Engineer - TX #118498

Martin Bartlett

Public Involvement

Martin Bartlett has more than 16 years of experience accurately making technical information about high-profile infrastructure projects accessible, easy-to-understand, and engaging for the public. He has led and executed bilingual public involvement efforts for heavy highway, light rail, long-range planning, active transportation, water, wastewater, and stormwater infrastructure projects for various entities including the Texas Department of Transportation (TxDOT), City of El Paso, Camino Real Regional Mobility Authority (CRRMA), and others. Martin's experience also includes covering state and local governments for television stations across Texas.

Relevant project experience within the last 12 months include:

IH 10 Connect, TxDOT El Paso District

Prior to joining CONSOR, Martin oversaw bilingual outreach efforts for this project, which included monthly community meetings (in-person and virtual), door-to-door flyers, direct email, SMS alerts, social media, website, and creation of interactive maps and exhibits. Additionally, Martin served as a liaison between project team and area schools, churches, emergency managers, cross-border trade groups, and others.

FM 1281 Corridor Study, TxDOT El Paso District

Prior to joining CONSOR, Martin oversaw bilingual outreach efforts on this project. The public involvement effort included open-house public meetings, door-to-door flyers, and direct US mail notifications for long-range planning on a 9.2-mile corridor, which included rural to suburban adjacent land uses.

- **EDUCATION**
  BA, Journalism and New Media, University of Mississippi, 2005
- **CERTIFICATION**
  University of Florida, Transportation Operation and Planning Certificate Program

Chi-Hao (Boris) Yuan, PE, PTOE

Traffic Modeling

Chi-Hao (Boris) Yuan, PE, PTOE has six years of traffic engineering and safety analysis experience. He has an understanding of safety considerations related to design in auto-predominant and multi-modal environments. Boris is familiar with tools developed based on the Highway Safety Manual including ISATe, IHSDM, and HCS safety software. He utilizes optimized signal timing to improve safety. All-red, amber clearance times, intersection offsets, and pedestrian timings are timing parameters he utilizes to ensure intersection safety. He is experienced in microsimulation (VISSIM) and macrosimulation software (Synchro) to identify implications of roadway/geometric changes on traffic flow patterns. He has also participated in value engineering studies.

Relevant project experience within the last 12 months include:

Traffic Signal Timing Along FM 1960, TxDOT Houston District

The signal re-timing was conducted for 31 intersections (including a box diamond) involving Econolite (Centracts) Siemens (Tactics) controllers and software for TxDOT Houston District. The work included traffic counts (AM, PM, mid-day, and weekend), uploading the existing controller timing plans, and analysis of the corridor using Synchro (before and after timing change). Developing optimized signal plans that reduced delay and stops, stayed in sync with intersecting corridors, minimized the effect of pedestrian calls disrupting coordination, and managed queues at critical intersections were the goals of this re-timing effort. Field fine-tuning and timing adjustments to address citizen concerns were also performed over a three-week period after optimized timing plans were input into the controllers. A flashing yellow arrow analysis was conducted for this corridor. Boris investigated intersection geometry, crash history, and existing hardware to give recommendations as to whether the flashing yellow arrow could be added or to replace the existing green-ball signal head.

Traffic Signal Timing Along US 281, TxDOT El Paso District

The signal re-timing was conducted for 11 intersections involving Naztec (Street Sync) and Eagle (Tactics) controllers and software for the TxDOT Pharr District. The work included traffic counts (AM, PM, mid-day, and weekend), uploading the existing controller timing plans, analysis of the corridor using Synchro, and fine tuning the timing plans. Coordination with the City of Pharr, which maintains the signals and identify their concerns and planned improvement in the near term was an important factor during the re-timing process. Time space diagrams, time of day plans, and pre-emption information were provided to be included in the plan, specifications, and estimate for the corridor.

- **EDUCATION**

  ME, Civil Engineering, Texas A&M University, 2015

  BS, Civil Engineering, National Taiwan University, 2012

- **LICENSE**

  Professional Engineer - TX #132171

  Professional Traffic Operations Engineer - #4714

Saritha Padhirae, PE, RAS

ADA Compliance

Saritha Padhirae, PE, RAS has 16 years of experience in the traffic and transportation engineering fields. She has developed traffic control plans for numerous facilities ranging from local streets to complex, multi-phase interstates and freeway interchanges. She has also designed trails, sidewalks, and bikeways; and provided signing, pavement marking, traffic control plans, and roadway geometrics. She has a thorough working knowledge of the TxDOT Roadway Design Manual, ADA guidelines and Texas Accessibility Standards, AASHTO Green Book, TMUTCD, and AASHTO Guide for the Development Bicycle Facilities and permitting with various cities, counties, and TxDOT.

Relevant project experience within the last 12 months include:

FM 89 from Chimney Rock to US 83, TxDOT Abilene District

Saritha served as the deputy project manager responsible for plan preparation for the PS&E package involving the reconstruction of a four-lane open ditch road to a six-lane curb and gutter road with a raised median and continuous sidewalk. Additional elements include noise walls, curb walls, drainage, traffic control plans, signals, signing, and pavement markings. This project is located in an urban area in front of a shopping mall with high pedestrian volumes and special needs users. Received multiple feedbacks from public meetings requesting different pedestrian elements along the project for universal pedestrian access. In coordination with TxDOT, CONSOR implemented rough texturing for sidewalk across driveways and intersections along with colored crosswalks to provide universal access. All design was in accordance with PROWAG requirements within TxDOT right-of-way.

FM 2347 at FM 2154, TxDOT Bryan District

Saritha served as the project engineer responsible for traffic control plans, detours layouts, sidewalk detours within work zones, and assisting in the design of the temporary traffic signal and traffic signal. The project includes the design of a railroad underpass for a Union Pacific Railroad track. Construction will involve replacing the existing at-grade intersection with the railroad with a depressed roadway intersection for FM 2347 and FM 2154 requiring construction of shoofly tracks, a railroad bridge, two bridges for FM 2154 northbound and southbound mainlanes, and three bridges for pedestrian and bikeways.

- **EDUCATION**

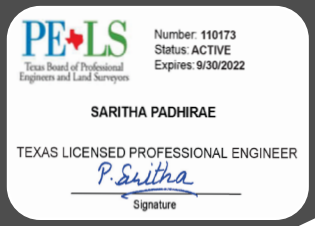
  MS, Civil Engineering, Lamar University, 2005

  BS, Civil Engineering, Kakatiya Institute of Technology and Sciences, India, 2003

- **LICENSE**

  Professional Engineer - TX #110173

  Registered Accessibility Specialist - #1519



Teri Castro, PE

Traffic Signal Design, Signing, and Markings

Teri Castro, PE has more than 19 years of experience with planning/design of traffic and transportation engineering projects including TCP, traffic studies, illumination, traffic signal design and SPM for numerous clients throughout the state including cities, counties, TxDOT, and those in the private sector. Her experience includes PS&E projects ranging from Texas Super 2 and safety improvements to complete reconstruction of interstate highways. She has a strong understanding of various manuals used for signing, pavement markings, and delineation design including TxDOT's Freeway Signing Handbook and the TMUTCD. She is also familiar with GuideSign software.

Relevant project experience within the last 12 months include:

IH 10 from Colorado County Line to FM 3538, TxDOT Yoakum District

Teri served as the signing, pavement marking, and illumination task leader for this 7.6-mile $185M upgrade from a rural freeway to current interstate standards. CONSOR combined and served as overall task lead on traffic elements. Incorporated Houston District Green ribbon aesthetics on overhead cantilever signs. She worked closely with roadway designers to ensure overhead signs were behind the barrier. Teri utilized repetitive signs at intersections for a wrong way/do not enter due to conversion from two-way to one-way frontage roads. Due to sign clutter on the sheets, she with the District on showing sign removal on separate sheets from proposed signs on a future project.

Highway Safety Improvement Program (HSIP) – Pavement Markings, TxDOT San Antonio District

Teri served as the project engineer who led the PS&E development consisting of updating pavement markings along four corridors in Bexar and Comal Counties per the Highway Safety Improvement Program (HSIP). There were 19 roadways total in the scope of work requiring all designs to be consistent. Regarding signals and pavement markings, the plans added profile striping or rumble strips as defined in the HSIP application. An alternate bid was provided to update stop bars, lane assignment arrows, diagonal striping of islands/center lanes, and miscellaneous striping at intersections. Areas of passing and no-passing zones were added to the plans. The striping was shown as typical details as the survey was not part of the scope of work. Teri also coordinated closely with the other team members to ensure plans were consistent through the PS&E.

FM 89 Signals and Signing and Pavement Markings, TxDOT Abilene District

Teri was the traffic engineering project manager for this project, which included the reconstruction and widening of FM 89 from Rebecca Lane to US 83 in Taylor County. The project components included pedestrian improvements, drainage improvements, added noise walls, and updating traffic signals. The traffic signals were replaced at Robertson Drive, Rebecca Lane, and Chimney Rock Road as part of two CSJs. A new signal was designed for an area shopping center. Modifications to the existing signal at Industrial Boulevard were made to better serve realigned traffic lanes. Teri managed the design of the traffic signals and all coordination with project task leads. At the new traffic signals, due to limited space, the proposed noise wall and mast arm poles needed to be installed in the same location. Teri coordinated with the CONSOR structures group to provide details for openings to accommodate signal poles. She was also in charge of leading the design effort for signing and pavement markings (SPM), managing the coordination with task leads. She coordinated with the roadway team on pedestrian ramp locations to meet the criteria for placement of stop bars and crosswalks. Teri reviewed the City of Abilene's design standards for traffic buttons, requested to be used at cross streets. She also coordinated with team members to address all TxDOT comments.

- **EDUCATION**
  BS, Civil Engineering, University of Texas at San Antonio, 2002
- **LICENSE**
  Professional Engineer - TX #101965

Paul Wenzel

Record Keeper

Paul Wenzel has more than 35 years of construction experience with projects ranging from the conceptual stage to owner's acceptance. He has been responsible for administration and audit of contract contracts from time of letting thru final payment to contractors ensuring roadways/bridges to ensure construction is in compliance with plans/specifications with Federal/State laws, regulations, policies, and procedures. Prior to joining CONSOR, Mr. Wenzel was employed by TxDOT for more than 25 years. He served as the Wichita Falls District Construction Administrator and District Environmental Quality Coordinator.

Relevant project experience within the last 12 months include:

IH 10, TxDOT Houston District

Paul is the senior auditor who is providing his environmental expertise to ensure the project complies with the Nationwide Permit 14, wetland delineation, bridge demolition plans, and overall compliance with the project SW3P. The cost of this project was $141M.

US 59 BUS Truss Bridge Rehabilitation, TxDOT Yoakum District

Paul served as a senior auditor for this $6M truss rehabilitation project over the Colorado River in Wharton, Texas. The project included coordination with the TxDOT bridge division throughout the entirety of the project. Our staff helped to investigate and coordinate numerous change orders with TxDOT and the contractor to determine bridge components that required replacement and those that did not.

FM 1156 Bridge Replacement, TxDOT Fort Worth District

Paul served as the record keeper and inspector for the FM 1156 bridge replacement. He was responsible for ensuring all project documentation complied with the plans/specifications and with federal/state laws, regulations, policies, and procedures. Additional project aspects involved structure inspection (bridge and bridge class culvert) including foundations, substructures and superstructure, hot mix asphalt paving inspection, and SW3P inspection. This project consisted of four work authorizations.

US 377, TxDOT Wichita Falls District

Paul was the district environmental quality coordinator who worked with representatives of the FHWA to ensure the project was built in accordance with the plans, specifications, and Federal policies and procedures. He directed the preparation and execution of a change order (CO) to revise bridge plan sheets and bent locations when the contractor placed a bent 10 ft. west of the intended location, which required the next two bents also shifted 10 ft. also, along with altering bearing seat locations and elevations to accommodate already cast beams. Paul managed the implementation, inspection, and maintenance of the SWP3 in accordance with EPA and TCEQ policies and procedures. Dealing with the United States Army Corps of Engineers (USACE), he oversaw the execution and performance of a $336K change order to implement a USACE-approved environmental mitigation plan to add items of work to mitigate impacts to Seymour Creek, as required by the USACE Section 404 Nationwide Permit #14.

- **EDUCATION**

  MA, Public Administration, Midwestern State University, 1998

  BBA, General Business/Management, Stephen F. Austin State University, 1985

- **CERTIFICATION**

  TxDOT Local Government Project Procedures Qualification, 2010

Adalberto (Barney) Garcia

Construction Superintendent

Adalberto (Barney) Garcia brings more than 33 years of electrical system installation and construction inspection experience including nine years of record keeping. His experience includes overseeing project records, maintenance, electrical, and construction inspections on multiple projects ranging from farm-to-market (FM) roads to interstates including off-system state projects. Barney has extensive experience in evaluating complete project issues and determining solutions that reduce construction cost and result in cost efficiency to clients. He has managed and overseen $1B in construction contracts and $20M in maintenance contracts throughout his career, and ensured construction activities comply with plans, specifications, federal, environmental, and national electrical code requirements.

Relevant project experience within the last 12 months include:

FM 3338, TxDOT Laredo District

Barney is the senior records keeper for the CEI services being performed on the $1.3M rehabilitation of FM 3338. This roadway is a highvolume truck traffic industrial route that connects FM 1472 to SH 255 (former toll road). The project proposes to widen and rehabilitation FM 3338 for the heavy commercial truck traffic and provide safety improvements on the corridor. During the constructability review, the team identified that contract traffic control plans (TCPs) depicted an inefficient construction phase consisting of a one-lane bidirectional traffic control at the heavily congested FM 1472/FM3338 intersection. In coordination with the TxDOT Laredo Area Office and Engineer of Record, CONSOR revised the TCP layouts to widening the proposed construction detour at the FM 1472/FM 3338 intersection and provided a two-lane bidirectional traffic control that would alleviate congestion and provide safety enhancements at the intersection.

FM 1847 from FM 106 to FM 2893, TxDOT Pharr District

Barney serves as the senior records keeper for the CEI services being performed on the rehabilitation and widening of FM 1847. The project also consists of traffic control, installation of wildlife crossings, drainage structures, irrigation crossings, bridge widening, and roadside ditch improvements to the 7.57-mile project. During the early stages of construction, existing conditions presented flooding issues to the existing roadway approximately one-half mile north of FM 510 from heavy rain events. The outfall in the area presented issues with backflow causing flooding on FM 1847. The team observed the area of concern and met with TxDOT, Cameron County Drainage District No. 4, and the community on flooding concerns to develop a resolution. Roadway plan sheets were updated to raise the roadway proposed grade line higher than depicted on plans while maintaining adequate roadside ditches.

- **CERTIFICATIONS**

  Independent Electrical Contractors, Inc., Rio Grande Valley Chapter - Electrician

  Independent Electrical Contractors, Inc. - Journeyman Electrican

GILBERT GALVAN

Construction Inspector

Gilbert Galvan has over 10 years of experience in risk management, surveying, electrical systems installation, and construction inspections. His experience includes overseeing inspections on traffic signals, illumination, roadway, bridge, drainage, and electrical system contracts. He ensures construction activity compliance with plans, specifications, environmental, and National Electrical Code requirements. Gilbert has inspected construction work zones and verified daily work activities comply with OSHA safety regulations. He has notable success ensuring contractors/subcontractors meet rigourous objectives and complete complex assignments on critical projects. He has analyzed issues, streamlined procedures, and implemented innovative solutions to consistently achieve targeted results

Relevant project experience within the last 12 months include:

FM 1847, TxDOT Pharr District

Gilbert is a part of the construction inspection team for the FM 1847 construction, engineering, and inspection services. He currently performs construction and material inspections for the rehabilitation and widening of an existing roadway consisting of grading, flex base, asphaltic concrete pavement, signing, pavement markings, replacement of existing cross culvert drainage structures, irrigation crossings, installation of wildlife crossing, and bridge widening. Gilbert is responsible for monitoring the construction progress, executing payments, permit compliance verification, performing traffic control plan/SW3P inspections, and resolving project issues as they arise.

FM 3338, TxDOT Laredo District

Gilbert oversaw the construction and materials inspections for rehabilitation on the FM 3338 roadway and ensured work activities were in compliance with TxDOT specifications. He was responsible for executing payments, monitoring permit compliance, traffic control plan/SW3P inspections, and resolving project issues as they arise. Gilbert coordinated with local entities and addressed public complaints.

Various Projects, City of Pharr, Texas

Gilbert supervised the construction and rehabilitation of city streets involving paved HMAC, flex base, mixed lime slurry, and cut elevation tops. He coordinated day-to-day task assignments, inspected equipment and supplies to ensure operational readiness, appearance, and safety were in compliance with department standards and regulations. He coordinated and supervised employee training for proper work practices, methods, and techniques and procedures. Gilbert monitored contractor construction methods, workmanship, and maintenance procedures to ensure traffic/illumination systems complied with contract requirements. Working closely with senior inspector, project administrators, and engineers, he verified and documented proper execution of projects. He verified that the actual product being constructed conformed to the design and specifications. He conducted constructability reviews and verified the design plan specifications were constructible. He assisted with requests for information and payment reviews, and verified quantities for work to be completed to validate the contractor's payment request. Gilbert was a first responder to emergency situations when executing repairs in the traffic signals/illumination systems, and traffic data collection equipment.

- **CERTIFICATIONS**

FEMA Incident Command Level IB

FEMA ICS 100, 200, 300, 400, 700, 800 Distaster Recovery

Work Zone Traffic Control

Certified Work Zone Flagger Trainer

Soil Mechanics, Bearing Capacity, and Slope Stabilization

SW3P

ACI Field Testing

TxDOT TRF 450 - Roadway Illumination & Electrical Installations

JESSICA HERNANDEZ, AICP

Planner

Jessica Hernandez, AICP is a senior transportation planner with experience working on complete streets projects, parking strategies, transit evaluations, and safety assessments. Jessica specializes in transportation data analysis and is skilled in synthesizing data from multiple sources. She is frequently called upon to interpret complex, technical results into simple and clear messages that can be used to support decision-making. Her work products have successfully communicated transportation conditions to a broad range of audiences, from planners and engineers to residents and city council members. Jessica is committed to working with stakeholders to create safe places for people of all ages and abilities to travel.

Relevant project experience within the last 12 months include:

55th and Arapahoe Station Area Master Plan

Jessica led the transportation planning effort of the 55th and Arapahoe Station Area Master Plan (STAMP) in 2021. The STAMP includes a conceptual layout for the station area that outlines a new, connected multimodal street network; bicycle, pedestrian, and micromobility facilities; mobility hub elements; parking demand model and phased implementation plan; and transportation demand management strategies. CONSOR developed an innovative mobility hub typology that details elements that would be strategically distributed throughout the station area to support multimodal travel and safety. The CONSOR team developed cross-sections for the proposed street network including a typical commercial, residential, and main street.

Denver Neighborhood Transportation Management Program, City and County of Denver

Jessica is currently leading a team to conduct community outreach, planning, and concept design for the West Colfax, Villa Park, and La Alma-Lincoln Park neighborhoods. The team has collected and analyzed community feedback and ideas on neighborhood transportation priorities and issues overlaid with crash data and used these results to develop a range of potential neighborhood-scale projects. The team conducted a prioritization process to identify final projects that can be completed with the program budget using performance categories, including equity, safety, and a neighborhood feedback survey. The team is currently in the process of developing creative and implementable concepts for the prioritized projects that will enhance the safety and livability of the neighborhood by improving travel comfort and accessibility, reducing vehicle speeds, and improving connections to transit. The final projects will be presented to the public at a meeting prior to the development of an Action Plan. The team has had to pivot during COVID-19 and has developed a myriad of community outreach techniques to reach residents of all backgrounds and ages in NTMP neighborhoods.

Westminster Transportation Master Plan, City of Westminster

Jessica and CONSOR are currently partnered with FHU to support the City of Westminster in developing the Transportation and Mobility Plan. CONSOR is responsible for developing the parking, transportation demand management (TDM), ITS, and micromobility components. Tasks have included an existing conditions assessment, tradeoffs evaluation, and recommendations. The recommendations include detailing key actions to develop the City's first TDM program and ways to improve the capacity of the ITS infrastructure to better support real-time detection including congestion and safety monitoring.

- **EDUCATION**

  MS, Urban and Regional Planning, The University of Florida, 1998

  BA, Mathematics, Cornell University, 1994

- **CERTIFICATION**

  American Institute of Certified Planners - #027981

ROGER ALLEN

Data Collection

Roger Allen has more than 20 years of experience in the field of transportation engineering studies and data collection project management. He has directed the traffic data collection efforts for innovation with Bluetooth projects connected to origin/destination studies since 2013. During this time he has worked with the researchers and developers of the Bluetooth technologies from Texas A&M's Transportation Institute which enables him to better understand the technologies capabilities. This allows Roger to scope and deliver innovative/cost effective solutions to complex problems many agencies/planners face. Roger has been a guest speak on the subject of innovative Bluetooth solutions at the Texas Institute of Traffic Engineers City of Richardson Conference and for Texas Southern Universities' Transportation Program.

Relevant project experience within the last 12 months include:

City of McAllen, Texas

154 - peak hour TMCs-weekday and Sunday.
36 - seven-day bi-directional classification counts.
Completed November 2021. Cost $129M

Road Traffic Data, City of Pharr Texas

15 - 24 hours TMCs along US 281 and Veteran's Boulevard.
11 - 24 hours bidirectional classification counts along US 281 and Veterans Boulevard.
Completed March 2021. Cost $12M

- **EDUCATION**

  BS, Accounting, University of Houston Clear Lake, 2002

  AA, Mathematics, Pre-Engineering, San Jacinto College, 1994

ALFONSO SOTO, PE, DGE, GE, F.ASCE

Geotechnical

Alfonso Soto, PE, DGE, GE, F.ASCE has more than 29 years of experience in geotechnical engineering, construction materials testing, project management, geotechnical design, inspection of deep and shallow foundations, exploration for commercial, industrial, residential, and governmental projects. Alfonso's professional experience includes the evaluation of pile and pier foundations for lateral, compressive and tension loads; conducting roadway soil surveys for the design and improvement of new and existing roadways, performing geotechnical evaluations for residential and commercial structures to evaluate structural damage to the properties, performing geotechnical investigations to provide site preparation, pavement, and foundation recommendations. Alfonso has participated as a geotechnical engineer in several transmission lines and electrical substation projects. His expertise includes foundation design for transmission, substation, and telecommunication structures.

Relevant project experience within the last 12 months include:

Linear Border Infrastructure (RGV-02), Hidalgo County, Texas

Alfonso served as the senior project manager conducting geotechnical investigations and provided foundation, retaining wall and pavement recommendations for the construction of a section of linear border infrastructure in Hidalgo County, located in the upper Rio Grande Valley, Texas. The alignment consisted of a section of more than 7.4 linear miles. He is the currently the Authorized Project Reviewer during construction.

Linear Border Infrastructure (RGV-03), Hidalgo County, Texas

Alfonso was the senior project manager conducting geotechnical investigations and provided foundation and pavement recommendations for the construction of several sections of linear border infrastructure in various locations in the upper Rio Grande Valley, Hidalgo County Texas. The alignment segments consisted of combined sections of more than 5.3 linear miles. He is currently the Authorized Project Reviewer during construction.

RGBV-10 Bollard Wall, Hidalgo and Cameron Counties, Texas

Alfonso was the senior project manager conducting geotechnical investigations for a total of 15 miles of 18-foot / 30-foot tall steel bollard fence, all-weather roadways, retaining walls and RVSS towers along the US / Mexico International Border in Hidalgo and Cameron Counties, Texas. He is currently the Authorized Project Reviewer during construction.

Federal Motor Carrier Safety Administration (FMCSA) Bridges

Alfonso was the senior project manager conducting preliminary and feasibility studies to provide foundation options, pavement systems, and site, subgrade, and fill preparation on several bridge sites along the Mexico-US border including the Los Indios, Pharr, Progresso, Roma, and Hidalgo bridges.

- **EDUCATION**

  ME, Geotechnical Engineering, Texas A&M University, 1997

  BS, Civil Engineering, Universidad Rafael Urdaneta-Venezuela, 1991

- **LICENSE**

  Professional Engineer - TX #94153

PE LS
Texas Board of Professional Engineers and Land Surveyors
Number: **94153**
Status: **ACTIVE**
Expires: **6/30/2022**

ALFONSO ALBERTO SOTO
Texas Licensed Professional Engineer
Signature

IVAN GARCIA, PE, RPLS

Surveying

Ivan Garcia, PE, RPLS has more than 13 years of experience in the civil engineering and surveying field ranging from supervising construction and design of municipal utilities, drainage, and roadway projects, to managing construction projects for the City of Edinburg, the City of Rio Grande City, Hidalgo County, Starr County, Edinburg CISD and Rio Grande CISD, Union Water Supply Corporation, and North Alamo Water Supply Corporation. Because of his extensive background, Ivan possesses a unique expertise that will contribute to the project's success. He would be the surveyor out of our local Edinburg office, and would provide primary project management and surveying services coordination and supervision. He would also be the direct contact with the owner.

Relevant project experience within the last 12 months include:

- **EDUCATION**
  BS, Civil Engineering, Texas A&M University Kingsville, 2008
- **LICENSE**
  Professional Engineer - TX #115662
  Texas Board of Professional Land Surveying - #6496

FIRM'S CONTINGENCY PLAN

CONSOR has a long-standing history of providing consistent staffing throughout project durations; therefore, we anticipate there will be no changes to the key personnel assigned to a task/project. Project teams will be formed to provide consistent staffing, and we will ensure that all members are engaged and fully aware of the project status. However, should a key member of a project team become unavailable, we will be prepared to fill that role with another highly qualified professional poised to step in and address all aspects of the work effort to minimize disruptions to a project's coordination, scope, schedule, and budget. Many of our projects include more than one senior level staff familiar with client expectations and requirements that can quickly mobilize for a project role, if necessary, for a seamless transition. CONSOR will develop a Change Management Plan prior to a project beginning that defines this process. The Plan will include obtaining approval of the person recommended to replace the key person from the County's PM prior to any final decisions.

c. License and Certification

CONSOR is licensed in the State of Texas to practice engineering services through the Texas Board of Professional Engineers (TBPE).

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

CONSOR ENGINEERS, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-12040

Expiration Date
12/31/2022

CONSOR

Section III: Vendor Experience and Qualifications

SECTION III: EXPERIENCE AND QUALIFICATIONS

a. Competency

PM Federico Mendoza, PE, PTOE and traffic engineering lead Kishore Juluru, PE, PTOE have both worked on numerous traffic engineering studies involving analysis and design in South Texas region. Most recently they both worked on the Traffic Engineering Study contract for TxDOT Pharr District along US 83, FM 88, SH 107, and US 281 corridors which involved data collection, field inventory, traffic analysis using SYNCRO models, optimizing the traffic signal timings, and providing recommendations for smooth traffic flows along the corridor. They are familiar with the area, understand the local needs, and will use the experience and "lessons learned" on past projects to help with this Hidalgo County courthouse project.

City of Edinburg resident and Deputy PM Javier Martinez Jr., PE, CFM brings over 13 years of experience to the team. Javier is a hands-on technical expert who enjoys solving project issues as they arise, especially in his hometown. His depth of experience allows him the unique opportunity to consistently present value-added solutions that will satisfy all project stakeholders. His familiarity with County and City staff, processes, and procedures will be highly beneficial to the successful completion of this project to address the existing traffic congestions and mobility in the surrounding areas around the courthouse. Javier will be 100% available to aid the PM in leading the CONSOR team from project start to completion. In addition, Javier has extensive local experience from local municipalities projects to TxDOT project submittals from the planning stage to plans, specification, and estimate stage to the construction stage. Prior to Joining CONSOR, Javier spent seven years with the TxDOT Pharr District where he managed staff and designed more than $300M of construction plans from seal coats/overlay projects to roadway rehabilitation projects to access controlled facilities (US 83 La Joya Relief Route, Interstate Highway 2, IH-69C, and IH-69E). Javier is very familiar with city/county/state design criteria and standards, stakeholders, bidding process, construction process, and contractors in Hidalgo County.

City of Weslaco resident and construction Manager Candido Bocanegra, PE brings more than eight years of experience in the Hidalgo County area. Prior to joining CONSOR, Mr. Bocanegra served as Construction Project Manager for TxDOT's Pharr, Corpus Christi, and Dallas Districts. Throughout his career, he has managed and oversaw over $300M in construction contracts and $30M in maintenance contracts. His track record spans multiple counties - Nueces, San Patricio, Live Oak, Zapata, Hidalgo, Jim Hogg, Brooks, Kennedy, Willacy, Cameron, and Kleberg. Mr. Bocanegra technical experience expands in managing: construction, inspectors, material submittals, shop drawing submittals, administrating contracts, RFIs, plans and specifications of new construction/rehabilitation projects in compliance with TxDOT standards, project budgets, payments, monitored progress/schedules, SW3P compliance, permits, change orders, traffic control, safety measure implementations, resolved project issues, addressed public complaints with local entities and residents, and coordination with stakeholders.

Additionally, the CONSOR team's planning and design staff have expertise in all aspects of traffic engineering ranging from analysis, studies and design, roadway, bridge and general design and construction, public involvement for federal, state, county-funded construction projects to provide successful projects completed on time and within budget.

Our surveying subconsultant Rio Delta has a main office in Edinburg and has completed a variety of projects in South Texas since the company's inception in 2005. They are familiar with local issues at hand and have worked on projects within Hidalgo County. Additionally, they have also coordinated and perform all surveying activities related to utility conflicts, easement/right-of-way issues, permits, and have experience working with the Hidalgo County Drainage District No. 1, TxDOT, Texas Gas Service, AEP, Spectrum, AT&T, Irrigation Districts, and Magic Valley Electric Coop.

Our traffic data collection subconsultant CJ Hensch has extensive data collection experience all over the state of Texas including Hidalgo County. They are one of the strongest data collection firms in the state and are capable of undertaking extensive data collection efforts using the latest technologies. CJH has more than 900 automated traffic counters, 600 automated video counting units, and GPS travel time equipment, and they have performed counts on several corridors in Hidalgo County including US 281 corridor and Mile 6 Rd.

Our geotechnical subconsultant Terracon was established in 1965 with an office in Pharr and has been present in the Rio Grande Valley since 1996. They have been providing geotechnical services within Hidalgo County to state, federal, and County-funded projects for more than 20 years. Terracon's Pharr Office will lead the geotechnical services to perform geotechnical investigations to provide site preparation, pavement, and foundation recommendations.

CONSOR's approach to this project will be as an extension of Hidalgo County's staff and applies practical, realistic solutions to all engineering challenges associated

with this project. Our team has significant experience and hands-on knowledge of roadway design, drainage and H&H, and traffic control services.

• Once existing data is gathered and preliminary engineering is performed, a design meeting will be scheduled. Design criteria and parameters for the project will be set. The design will be based on Design Guidelines and Design Standards.

• Traffic data will be reviewed to determine if the proposed geometric improvements will meet the traffic demands. Conceptual construction sequencing will be coordinated internally with our CE&I staff and then presented to the County to receive buy-in prior to TCP preparation.

• Items like early coordination with utility companies to avoid major utility conflicts, preliminary cost, right-of-way needed, environmental and drainage impacts, and impacts to adjacent properties will be investigated and presented during this phase.

• If there is need for illumination or ADA facilities, conceptual drawings will be prepared. Additionally, overall intersection geometry will be evaluated to determine if additional turn lanes may be required.

• Other design projects within the vicinity will be properly coordinated to ensure that our designs will accommodate future improvements.

• As design issues arise, we are experienced at using our best practices to formulate two or three possible solutions and present recommendation to the County and the City of Edinburg if need be. Our references can attest to CONSOR's leadership on similar type projects.

CONSOR's proposed project team members were chosen due to their expertise in traffic analysis, roadway design, drainage/H&H, and traffic control. Some of our professionals are cross trained in various disciplines and have the experience and knowledge to provide multiple services, should it be necessary to maintain the project's momentum. The CONSOR team has the local knowledge, stakeholder familiarity, and bilingual public involvement capabilities to make this a successful project for Hidalgo County.

Project Name	Client	Federal Funds	TxDOT Let
Hurricane Ike Recovery Program	TDRA/ORCA	✓	
Access Management Improvements on Texas Parkway (FM 2234) from US 90A to Cartwright Road	City of Missouri City/ TxDOT Houston District	✓	✓
Federally-Funded 5th Street and Present Street Intersection Improvements	City of Stafford	✓	
City of Houston Intersection Improvements Rebuild #4	City of Houston	✓	✓
TIGER #5 and TIGER #6	City of Houston		
IH 610/IH 69 Interchange	TxDOT Houston District	✓	✓
Mason Park Bridge and Trail	Houston Parks Board	✓	✓
Bikeway Program under US 59 along Buffalo Bayou	TxDOT Houston District	✓	✓
City of El Paso Downtown Trainway Rehabilitation	City of El Paso	✓	
On-Call Intersection Improvements	City of Missouri City	✓	✓
City Median Improvements	City of Missouri City	✓	

b. Experience and Recent Projects

The following recent projects demonstrate our firm's varied experience and capabilities including associated key challenges and solutions that were implemented.

Federico Mendoza, PE, PTOE has previously led the first two projects listed of similar size and scope.

McCulloch County Courthouse, Brady, TX, TxDOT Brownwood District

Federico managed the traffic study for the McCulloch County Courthouse and surrounding area. There were many businesses surrounding the courthouse square with angle parking. There were safety issues regarding pedestrian crossings to/from the courthouse and businesses, as well as heavy truck traffic going thru the square. There were also congestion issues related to the angle parking around the square, the traffic activity generated by the businesses, the heavy truck traffic going thru the square, and the fact that the courthouse was the convergence point of 3 important regional highways. US 87, US 190, and US 377 all converged radially into the square carrying cross-town traffic. In addition, SH 71 and US 283 also converged into Brady. Federico Led the data collection effort, safety and mobility analysis, and development of recommendations. He led a parking assessment which included parking inventory and utilization of spaces within the square. The alternatives analysis included signalization modifications, channelization, reconfiguration of parking within the square, mitigation measures for truck traffic, and benefits/disadvantages of two-way vs. one-way flow. A report was prepared to document the data, analysis, findings, and recommendations.

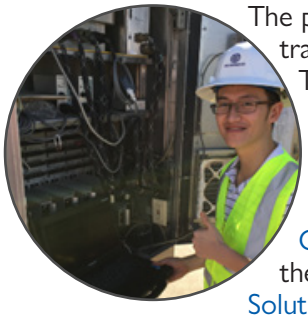
Challenge: The biggest challenge was the truck traffic going thru the square. Truck turns tore up pieces of sidewalk at the corners and were unable to make certain turns.

Solution: The proposed solutions included channelization and defining specific path of circulation for trucks going thru the square, while maintaining access to the businesses for local traffic.

Client Contact: *Chris Graf, PE, TxDOT Brownwood District, 325-643-0441*

Key Personnel: *Federico Mendoza*

Traffic Engineering Studies, TxDOT Pharr District



The project involved data collection, field inventory, traffic analysis using Synchro models, optimizing traffic signal timings and providing recommendations for smooth traffic flow along the corridor. These included the US 83, FM 88, SH 107 and US 281 corridors. Additionally, lane assignments were investigated to determine if any re-assignment could be conducted to improve intersection traffic operations. Multi-agency coordination was involved. Not only were signal timing/phasing evaluated, but turning radii, signing/pavement markings, signal head placement, and safety issues were evaluated as well.

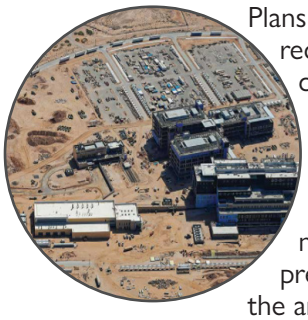
Challenge: Some of the traffic signal controllers were old and the displays were not working in the field.

Solution: To obtain the existing signal timing data we used Street Sync software to download the data and verify it with field observations to ensure accuracy which helped develop accurate solutions.

Client Contact: *Gabriel Garcia, PE TxDOT, 956-702-6145*

Key Personnel: *Federico Mendoza, Kishore Juluru, Boris Yuan*

U.S. Army Corps of Engineers (USACE), Fort Bliss Traffic Impact Analysis, El Paso, TX

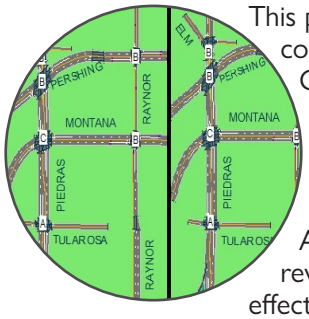


Plans to lease a 70-acre portion of the Army-owned Lower Beaumont property and develop a recreational facility and fire stations. Mr. Juluru was responsible for completing the study by conducting data collection, trip generation, trip distribution, and performing a level of service (LOS) analysis. Based on the analysis, the site traffic is expected to have minimal impact on the surrounding road network. CONSOR built the existing SYNCHRO model with traffic data collected, calibrated the model, then updated and optimized signal timing for the future year no-build model to form the basis for comparison. CONSOR also built the proposed SYNCHRO model with the development in place. MOEs, such as intersection delay, LOS, corridor LOS was presented and compared to provide insight as to the impact that this development will bring to the area within the city.

Challenge: The trip generation rates were non-standard based on the type of development.
Solution: Coordinated with the Firestation and based on the historic data were able to arrive at acceptable data and validated based on other similar facilities.

Client Contact: *Roberto Ortega-Carlos, City of El Paso, 915-212-1822, OrtegaCR@elpasotexas.gov*
Key Personnel: *Kishore Juluru, Boris Yuan, Leo Ledesma*

Piedras Street, City of El Paso, TX



This project was a work authorization for the City of El Paso (COEP) On Call Traffic Engineering contract to review a federal grant proposal for implementing a Road Diet along Piedras St. from Gateway to Pershing Dr. and to provide improvements/recommendations for mobility and safety. Roadway reconfiguration consisted of converting the existing four lane (two lanes in each direction) undivided section of roadway to three lanes (one lane in each direction with a Two Way Left Turn Lane) with on-street parking. CONSOR reviewed COEP models (No Build & Build) and confirmed the proposal met grant requirements such as safety, economic benefits, ADA improved access, multi-modal facilities and local government partnerships. CONSOR's review included the development of crash heat maps, SYNCHRO models and determined safety effectiveness of the proposed project. CONSOR's also recommended converting existing one way movement along Raynor St. (adjacent to Piedras St.) to a two way facility to assist with traffic diverting from Piedras St. The COEP has began implementing sections of the proposal and CONSOR assisted in developing pavement marking layouts to provide on street parking.

Challenge: Dense Urban area, with no new ROW possibilities and reduction of on-street parking which may result in busineses opposition.
Solution: Used complete streets methodology to reduce the lane widths, repurpose the lanes and provide safety and mobility to the public.

Client Contact: *Megan Schroeder, City of El Paso, 915-212-1850, SchroederMK@elpasotexas.gov*
Key Personnel: *Kishore Juluru, Boris Yuan, Leo Ledesma*

US 90 (Wayside Drive) at Country Club Bayou, City of Houston, TX

Complete reconstruction of four-lane roadway and vehicular bridge including widening sidewalks and decorative concrete railings; designed traffic signal including pedestrian accommodations, ADA ramps, and approach sidewalks. US 90 involved complete reconstruction of a four-lane vehicular bridge including wider sidewalks and decorative concrete railings. The CONSOR team designed 850 feet of divided roadway and drainage reconstruction for this curb and gutter roadway at the intersection with Polk Street. Roadway improvements were resolved by flattening the horizontal/ vertical curvature to bring the new roadway to current standards as well as improvement sight distance and safety.

The existing roadway was originally constructed in various stages; therefore, the project provided to be challenging due to the varied cross slopes, superelevation, and two grade breaks through the intersection. The CONSOR team designed the traffic signal including pedestrian accommodations, ADA ramps, and approach sidewalks. The roadway and bridge were constructed in two phases requiring temporary traffic signals.

Although this was a TxDOT project, CONSOR coordinated extensively with the City of Houston to gain acceptance on the design as well as traffic control plan, which required short-term detours to city streets during bridge construction. The project also included design replacement of an adjacent golf course pedestrian bridge with a steel stringer structure as well as approaches to pedestrian standards. Construction Cost: $3.8M
Challenge: AT&T was unable to relocate their utilities prior to construction.
Solution: During construction, CONSOR re-designed the traffic control plan to reverse the roadway and bridge phasing in order to keep the project on track after AT&T utility relocations fell behind schedule.

Client Contact: *Amer Qureshi, PE, TxDOT, 713-802-5797*
Key Personnel: *Kishore Juluru, Boris Yuan, Zina Schwartz, Saritha Padhirae*

On-Call Intersection Safety Improvements and Citywide Traffic Signal Rebuild, Houston, TX

CONSOR completed more than 20 intersection and safety improvement work authorizations including full intersection and pedestrian hybrid signal designs, access management, addition of left-turn lanes, median opening modifications, roadway panel replacement, railroad quiet zone improvements, signal warrant analysis, traffic operations analysis, tree protection plans and plans, traffic control plans, and SW3P. Traffic signal design included Audible Pedestrian Signals, electrical schedule, ADA-compliant wheelchair ramps and sidewalk adjustments, and median nose adjustments. As part of this contract, three separate signal and intersection safety improvement PS&E packages were prepared for construction. CONSOR prepared construction cost estimates bid tabs, and project manuals. These construction packages included numerous safety improvement projects from signals and median improvements to panel replacements. CONSOR reviewed all change orders and prepared design changes as needed to due to field conditions. Shop drawings and submittals were reviewed and logged into the City's system. CONSOR conducted field inspections with the City to determine substantial and final completion along with conducting the final walk through.
Challenge: Many of the signal design locations were in very urban areas with tight ROW and congested utilities. City did not have funds to place temporary signals. Existing mast arms had to remain in place during construction of proposed signals.
Solution: Called out in specifications to pot-hole to reveal utilities prior to digging drilled shafts. Allowed engineer to go out into the field and approved signal pole locations should there be a utility conflict. CONSOR was able to develop creative pedestrian ramp solutions within tight ROW and with numerous utilities in order to eliminate ROW takings at corners. Most intersections have one to two locations where this was a potential issue. Working with our Registered Accessibility Specialist, Saritha Padhirae, we were able to design ramps, place ped signals and signal poles within the existing ROW.

Client Contact: *Joe Hanak, PE, City of Houston, 713-843-5436*
Key Personnel: *Kishore Juluru, Teri Castro, Saritha Padhirae, Boris Yuan, Zina Schwartz*

Sante Fe Elementary TIA, Sante Fe, Texas, TxDOT Houston District

Santa Fe Independent School District proposed a new elementary school (approximately 800 students) in the northwest corner of the FM 1764 at Ave G ½ intersection in Santa Fe, Texas. Due to neighborhood concerns over traffic generated by the proposed school onto Ave G ½, TxDOT request CONSOR to complete an independent study. The main neighborhood concern was Ave G ½ being used for access to and from the proposed school and thereby creating a need for a traffic signal at the intersection of FM 1764 and Ave G ½. The TIA considered an alternative entrance and circulation plan proposed by the neighborhood.

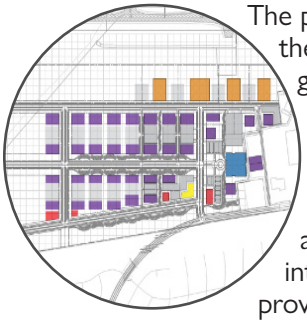
Challenge: TIA was already performed by consultant selected by School District. Neighborhood was not happy with the results and contacted TxDOT since the proposed signal would be in TxDOT ROW.

Solution: Early public involvement. Engaged the neighborhood and School District in a series of meetings to outline the concerns from the neighborhood. Led to analyzing a proposed entrance/exit alternative by the neighborhood.

Client Contact: *Barbara Russell, PE, TxDOT, 512-516-5116*

Key Personnel: *Kishore Juluru, Boris Yuan, Zina Schwartz*

Houston Airport System, Final Report Traffic Impact Analysis for Ellington Spaceport, Houston, TX



The purpose of this study was to analyze traffic impacts caused by additional trips generated by the development and to provide recommendations to mitigate issues caused by additional traffic going to/from the Spaceport. In accordance with the City's Infrastructure Design Manual, all major intersections (20 total) and driveways within a radius of one mile were analyzed using SYNCHRO software. The site was scheduled to be constructed in two stages; therefore, the TIA included an interim year analysis. ITE Trip Generation Manual, 9th Edition was used to estimate the proposed trip numbers. In the build-out year, multiple intersections will operate at LOS F, so mitigation measures such as signalizing critical intersections and adding turn lanes at intersections were evaluated. These mitigations were analyzed in SYNCHRO and were found to provide acceptable operational results.

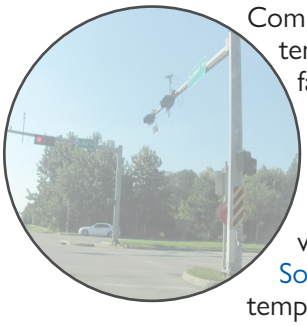
Challenge: Trip generation, distribution, assignment, and mode split were all a challenge for the world's first commerical spaceport.

Solution: Coordinated with Houston Airport System (the owner) and City of Houston and estimated the trips based on the discussion and adopted a conservative approach to account for the possible trips.

Client Contact: *Ahmed Ghaly, PE, City of Houston, Phone: 832-394-9132*

Key Personnel: *Kishore Juluru, Boris Yuan*

Tenaris Bay City Plant and IH 35, Bay City, TX



Completed numerous traffic impact studies to identify the impacts caused by the installation of temporary construction driveways and permanent employee driveways for the $1.5B Tenaris facility. These studies were conducted using standard ITE procedures and were based on information provided by the Tenaris Bay City plant. As part of the analysis, signal warrant studies were conducted. Recommendations were provided that included staggering employee shifts, relocating driveways, sight distance issues, and avoiding heavy vehicle traffic during peak hours.

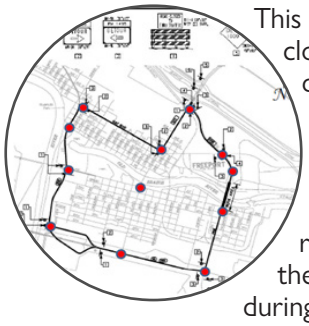
Challenge: The construction phases kept changing and the type of trafffic and traffic patterns were being updated constantly.

Solution: Identified the study area to accommodate the temporary and permanent traffic, installed temporary traffic signals and expedited the permit process with TxDOT.

Client Contact: *Larry Janak, PE, IDC, 713-333-7337*

Key Personnel: *Kishore Juluru, Boris Yuan*

FM 1486 Bridge Closure Traffic Study, Freeport, TX, TxDOT Houston District



This project consisted of a traffic engineering study to evaluate the effect on traffic due to the closure of the FM 1486 (Pine Street) Bridge on the adjacent bridge crossings and roadway network during construction in Freeport, TX. This report analyzed the morning and afternoon peak hours for the projected 2018 traffic volumes (no-build) network and the proposed 2018 detour route for both morning and afternoon peak hour time periods. Based on the LOS results, mitigation measures were also considered for two of the intersections that were impacted by the re-distributed traffic volumes though the corridor. Created a SYNCHRO model of the roadway network to evaluate conditions before and after the bridge closure. Video data from the traffic data collection revealed a police officer directing traffic at a stop-controlled intersection during the morning and evening peak hours. Recommendations included providing additional detour signs and advanced changeable message signs to current detour plan, minor widening, striping, and lane re-assignments to accommodate shifts in traffic.

Challenge: Needed to understand the intersection traffic movements adjacent to plant entrance.

Solution: Utilized video data to record traffic data collection. Allowed traffic team to see police officers controlling traffic at a stop-controlled intersection adjacent to plant entrance. Allowed network to be analyzed correctly. Determined that intersection did not warrant a signal, but police officers should remain in place during detour to help control traffic during plant exit/entrance.

Client Contact: *Barbara Russell, PE, TxDOT, 512-516-5116*

Key Personnel: *Kishore Juluru, Boris Yuan, Zina Schwartz*

SH 288 at Hopper Field Stadium, TxDOT Houston District

The study evaluated a pedestrian crossing along SH 288 and the Hopper Field Stadium in Brazoria County. The high school's athletic complex is located across a six-lane divided roadway with a posted speed limit of 35 mph when school zone flashers are not on. A mid-block traffic signal was evaluated in current year (2015) based on the schools request to TxDOT. The study included analyzing the warrants based on Warrants 4 (pedestrian volume) and Warrant 5 (school crossing). The field visit revealed the proper signs are currently installed to meet the criteria in the TMUTCD for school crossings. Further investigation revealed high pedestrian activity during the 3pm to 5pm hours and on Friday football game nights. Our video data collection at the crossing revealed the traffic obeyed the school crossing signs during the high daytime pedestrian traffic and allow pedestrians to safely cross. On game nights, the video showed police officers dispatched at the crossing to aid in the pedestrian crossing of 900-1000 pedestrians per hour crossing at the peak hour.

Challenge: Was to capture the pedestrian data and look at it multiple times to arrive at safe solutions.

Solution: Utilized video cameras to capture the pedestrian activiity, able to view multiple times and identify solutions based on pedestrian crossing patterns.

Client Contact: *Barbara Russell, PE, TxDOT, 512-516-5116*

Key Personnel: *Kishore Juluru, Boris Yuan, Zina Schwartz*

On-Call Traffic Engineering, City of Missouri City

CONSOR has managed traffic engineering services for the City since 2014 that included more than 41 work authorizations (WA). These were all fast-track WA that had to be completed within a 3-week time period. Projects elements consisted of data collection, safety/capacity improvements, school zone studies, intersection restriping, sight distance analysis, sign evaluations, and parking improvements. Most WAs resulted from residents' concerns, and CONSOR was able to quickly analyze and provide recommendations, which included layouts and cost estimate so the City could use in-house staff to complete the improvements. Example projects: School zone safety study on Quail Valley Drive during school start and end times: Conducted school zone studies, pedestrian signal warrants, crosswalk installations, and crash analysis. Traffic operations along Peninsula Drive with thru truck restrictions: Evaluated resident complaints regarding high speeds, presence of cut-thru traffic, and on-street parking despite parking restrictions. Services included spot speed studies, crosswalk warrants, and crash analysis.

Challenge: Quick turnaround based on citizen complaints and City Council requests.

Solution: With our in-house staff having overlapping capabilities, we have been able to meet the short time frames for all the projects

Client Contact: *Jeremy Davis, P.E., CFM City of Missouri City, 281-403-8685, Jeremy.Davis@Missouricitytx.gov*

Key Personnel: *Kishore Juluru, Boris Yuan*

US83/IH2 at Inspiration Road, TxDOT Pharr District

Mr. Bocanegra was the construction manager who was responsible for the construction of the reconfiguration of Inspiration Road and IH2. IH 2 improvements consisted of grading, paving, bridges, overpass, drainage structures, retaining walls, sound walls, TCP, traffic signals, ITS, illumination, signs, railroad coordination, and pavement markings. Utility conflicts (Gas, Fiber, etc.) were encountered during the installation of the initial drainage trunklines, causing delays. Candido acted quickly to prevent further delays and developed an alternative drainage system that combined independent trunkline systems and adjusted pipe connectivity without impacting the discharge capacity upstream and downstream. Candido also performed a hydraulic analysis of the drainage system as part of the QA/QC process and coordinated with the EOR for the updated plan sheets and change order that mitigated delays and prevented delay costs.

Challenge: After construction began, the existing pavement structure started exhibiting 2-inch-wide longitudinal cracks on the travel lanes. Bridge approaches also demonstrated signs of settlement causing concerns for tire blowouts. It was quickly determined that the cracks and settlement were the result of slope stability issues caused by temporary special shoring cuts performed by the contractor.

Solution: Candido coordinated with TxDOT Bridge Division and scheduled a meeting consisting of the engineer on record (EOR), TxDOT Bridge Engineers and Inspectors, and TxDOT Area Office personnel to receive buy-ins and developed an action plan consisting of a Deadman anchor system that was bored through the full width of roadway near the overpass and installed prestressing cable rods to constraint slope movement. Pavement cracks were filled with fine sand, backer rod, and crack seal. Settlement on bridge approaches/departures were overlaid with HMA to level up and provide smooth transitions. Work was performed within days without the closure of IH-2.

Client Contact: *Judith Bosquez, TxDOT, 956-702-6100*

Key Personnel: *Candido Bocanegra*

SH 48 (Boca Chica Boulevard), TxDOT Pharr District:

Javier was responsible for the design and preparation of the construction PS&E for SH 48, which was a raised median project. The SH 48 project involved constructing a raised median within an 82-ft. face-to-face roadway within 100-ft. ROW. SH 48 is a roadway that has experienced a significant increase in traffic in the past several years. It is ranked number 76 of the top 100 most congested roadways in the State of Texas. Due to the need to improve congestion, mobility and safety, the addition of a raised median along SH 48 was necessary. During the planning and design stage Javier gathered collective data and coordinated with Texas A&M Transportation Institute (TTI) who had developed a traffic study for the intersection of US 77 and SH 48 and a TxDOT consultant who had developed a traffic study for SH 48 Corridor to develop the construction plans. Based on the reports, 3 existing intersection signals were recommended to be removed to improve traffic flow through the corridor. A raised median was proposed because it will provide a safer road by reducing the number of potential conflict points. Hence, the installation of a raised median would reduce the total number of potential conflict points along SH 48 study corridor from 1,605 to 392, approximately 76 percent, without elimination or consolidation of a single driveway. Due to the ROW constraints Javier provided an innovated design at the intersections to allow vehicular to make U-turns without acquiring ROW. He was also instrumental in the public involvement process by presenting the project in a public meeting to the City of Brownsville (COB), Brownsville Metropolitan Planning Organization (BMPO), Brownsville Chamber of Commerce (BCOC).

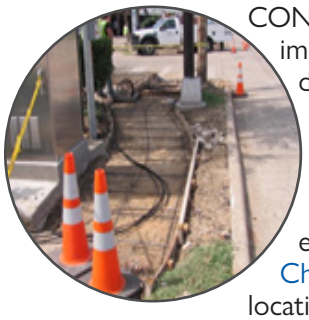
Challenge: Receiving approvals from stakeholders of implementing a raised median to address safety, traffic congestion, mobility and reduce crash rates in a high ADT corridor.

Solution: Showcased a schematic to stakeholders, presented data of current driving habits including crash data (past 10 yrs) and the benefits of having a raised median, along with the "No Economic Impact Study" to the COB, BMPO, BCOC, and despierta Brownsville community; on the public meeting we received support from COB, BMPO, and BCOC to the stakeholders on the need of a raised median.

Client Contact: *Romualdo Mena, TxDOT, 956-702-6100*

Key Personnel: *Javier Martinez Jr*

On-Call Signal and ITS Construction Management, Houston, TX



CONSOR provided construction management of 14 signals and intersection pedestrian improvements in the City of Houston. Coordinated with the contractor and City inspectors on design and construction issues. Prepared design modifications as required. Reviewed all shop drawings, responded to RFIs, and maintained all records for this project including pay estimates, daily reports and small business utilization reports from the contractor. All items were uploaded to CIPMS, as well as a hard copy file. Performed weekly inspections, maintained a photo log of all locations, coordinated monthly meetings, prepared the agenda and meeting minutes, and ensured all action items were responded to.

Challenge: Most locations had tight ROW and congested utilities. Many signal and/or ped pole locations could not be placed per plan. Poles for the 14 locations were ordered all at once.

Solution: Worked with contractor and completed field changes as necessary to poles could be placed to ensure ramps could be installed to be ADA compliant. Ensured good communication with the contractor during construction. Due to pole location changes had to work with inventory that contractor had purchased to eliminate change orders.

Client Contact: *Joe Hanak, PE, City of Houston, 713-843-5436*

Key Personnel: *Saritha Padhirae, Zina Schwartz*

Curbside and Parking Support, City and County of Denver, CO

CONSOR has supported the City and County of Denver Curbside and Parking team since 2016 through an on-call. Tasks have included evaluation of downtown parking restrictions and occupancy, parking restriction and occupancy studies for over 30 neighborhoods throughout the city, and peer city best practices research. The CONSOR team is currently developing a GIS-based parking database for the city that will report restrictions and occupancy.

Client Contact: *Scott Burton, Curbside & Parking, City and County of Denver, 720-865-3143, scott.burton@denvergov.org,*

Key Personnel: *Jessica Hernandez*

Vision Zero, City of Boulder, CO

The CONSOR team has worked with the City of Boulder on their Vision Zero program and reporting since 2014. Our team has analyzed thousands of crashes to understand contributing factors and develop mitigation recommendations. Since 2016, the team has developed graphic reports, presentations, and website content to summarize key crash patterns and progress towards the City's Vision Zero goals. CONSOR supported the city in creating the city's first Vision Zero Report and Action Plan in 2019. The 2019 report also included a technical appendix that summarized the results of the detailed analysis and evaluation of mitigation efforts.

The CONSOR team is again working with Boulder to develop the 2021 update. As part of the report update, the CONSOR team will develop a power point executive summary for the Transportation Advisory Board and City Council, as well as an updated graphic report. Our team will leverage the lessons learned from developing the Boulder reports and Vision Zero program. This includes many years of thorough citywide and locational crash analysis to identify crash trends and determine the most effective way to communicate these trends.

Client Contact: *Devin Joslin, PE, PTOE, Principal Traffic Engineer, City of Boulder, 303-441-3289, joslind@bouldercolorado.gov*

Key Personnel: *Jessica Hernandez*

Traffic Analysis of English St between Fulton St and Irvington Blvd, METRO, Houston

Evaluated traffic operations following implementation of traffic calming measures due to residents concern of cut thru traffic and speeding along English St. Due to the completion of light rail, traffic patterns changed as a result of access management changes along Fulton St. Evaluated "before" and "after" data and provided the results and identified effectiveness of traffic calming measures and provided recommendations.

Challenge: METRO did not have the budget to perform data collection.

Solution: Trained neighborhood volunteers to help with traffic data collection.

Client Contact: *Nader Mirajmali, PE, METRO, 713-615-6420, Nader.Mirjamali@ridemetro.org*

Key Personnel: *Kishore Juluru, Zina Schwartz*

ONGOING SIMILAR PROJECTS UNDER TXDOT PROCUREMENT

CONTRACT TYPE	NUMBER OF CONTRACTS
PS&E (Rural and Urban)	12
Traffic (Houston, San Antonio, and El Paso)	3
CEI (South Texas, state and federal)	5

c. References

References to verify our past performance for work performed within the last 24 months are listed on the following Appendix M: References.

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: TxDOT Houston District
Type of Organization: Public Agency
Address: 7600 Washington Ave, Houston, Texas 77007

Contact Person: Amer Qureshi, PE Title: Project Manager
Telephone: 713-802-5797 E-Mail: Amer.qureshi@txdot.gov

Project Information:
Name of Project: US 90A (S. Wayside Road)

Scope of Work: Traffic Study, Signal Design, Roadway & Bridge Design, Traffic Control Plans, Construction Phase Services

Contract Period: From September 2016 to June 2020
Cost: Projected $ 3,840,000 Actual $ _____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of 12/15/2021 (Date) (circle one): **complete** in progress canceled.

Reference Two

Client's Name: City of Missouri City
Type of Organization: Public Agency
Address: 1522 Texas Parkway, Missouri City, Texas 77489

Contact Person: Jeremy Davis, PE, CFM Title: Assistant City Engineer
Telephone: 281-403-8685 E-Mail: Jeremy.Davis@Missouricitytx.gov

Project Information:
Name of Project: On-Call Traffic Engineering Services

Scope of Work: Traffic Warrant Studies, Traffic Impact Analysis Reviews, Sight Distance Analysis, Signal Design, Signing Pavement Markings

Contract Period: From 2018 to 2023
Cost: Projected $ 120,000 Actual $ 112,000
Timeframe (include unit measure) Projected 2021 Actual 2021
Status as of 12/15/2021 (Date) (circle one): complete **in progress** canceled.

Reference Three

Client's Name: Texas Department of Transportation
Type of Organization: State Agency
Address: 1350 US 77, San Benito, Texas 78586

Contact Person: Sergio Sustaita Title: Transportation Engineer
Telephone: 956-399-5201 E-Mail: Sergio.Sustaita@txdot.gov

Project Information:
Name of Project: FM 1847

Scope of Work: Rehabilitation of existing roadway and widening consisting of grading base, structures, surfacing, signing, and pavement markings. CONSOR is providing construction engineering and inspection.

Contract Period: From August 2019 to May 2022
Cost: Projected $ 19,989,898.05 Actual $ 20,240,765.39
Timeframe (include unit measure) Projected May 2022 Actual April 2022
Status as of 12/15/2021 (Date) (circle one): complete **in progress** canceled.

Reference Four

Client's Name: Texas Department of Transportation
Type of Organization: State Agency
Address: 600 W. Interstate 2, Pharr, Texas 78577

Contact Person: Amanda Flores Title: Contract Specialist
Telephone: 956-702-6100 E-Mail: Amanda.Flores@txdot.gov

Project Information:
Name of Project: Hidalgo/Cameron County Traffic Signal Improvements

Scope of Work: Traffic signal improvements consisting of upgrade of existing signal and pedestrian heads, traffic signal controllers, signing, and pavement markings. CONSOR was to provide construction engineering and inspection.

Contract Period: From November 2020 to November 2021
Cost: Projected $ 2,216,223.85 Actual $ 2,216,223.85
Timeframe (include unit measure) Projected n/a Actual n/a
Status as of 12/15/2021 (Date) (circle one): complete in progress **canceled.**

Note: Contract was canceled due to TxDOT's budget constraints caused by unforeseen circumstances (COVID-19)

CONSOR

Section IV: Scope of Services and Narrative of Proposed Services

SECTION IV: SCOPE OF SERVICES

a. Scope of Services

ADA Compliance

Our team has experience in achieving safe mobility and Americans with Disabilities Act (ADA) compliant facilities for pedestrians, bicyclists, and vehicular traffic. We are familiar with ADA and Texas Department of Licensing and Registration (TDLR)/TAS guidelines, NACTO Urban Bikeway Design Guide, AASHTO Guide for Development of Bicycle Facilities as well as Texas Manual of Uniform Traffic Control Devices (TMUTCD), and have three professional engineers on-staff who are certified registered accessibility specialists (RAS). We have first-hand experience coordinating with the TDLR to apply for review when a project is under design and obtain inspections needed after construction is complete. We are aware of time sensitivity as it relates to ADA compliance and TDLR processes. We will coordinate with the County on any areas that do not comply with ADA and TDLR guidelines.

Bridge Design

The structural engineering design process starts by evaluating the scope of work. The team will understand the life expectancy of the structure and design accordingly. We will also determine the most feasible structure and most economical approach. It is important to anticipate all the probable loads the structure will be subjected to during its lifetime. Such loads may include any special loading from equipment/pumps, permanent dead loads, live loads, impact loads, wind loads, snow loads, seismic loads, earth retaining loads, construction loads (such as transportation and overloads by heavy equipment, and other pressures).

Civil Engineering Design

We understand these projects may involve roadway, parking lot, and/or drainage design. CONSOR performs basic and specialized planning and recommended studies needed to design minor and major transportation facilities following state and federal standards and requirements. Our experience ranges from the design of local intersection improvements, the design of new/reconstruction of streets and arterials, and the design of new/reconstruction of urban interstate highways. Roadway improvements involve widening existing roadways; asphalt and concrete pavements; curb and gutter; sidewalks and driveways; complete street design and reconstruction; access management; traffic circulation; drainage improvements; right-of-way impacts; public information plans; utility coordination; safety and capacity improvements; and the preparation of cost estimates, construction duration estimates, specifications, and special provisions. CONSOR's planning and design services also include bridge/ancillary structures, hydraulics/hydrology, pedestrian and bicycle facilities, contract administration and alternative contracting methods, and water and sanitary design.

Construction Contract Management and Cost Estimating

CONSOR is familiar with the Owner's Representative role and performs turn-key CM services for TxDOT, NTTA, and other agencies. We routinely coordinate with contractors, subs, design consultants, utilities, cities, counties, USACE, FHWA, emergency responders, stakeholders, and other entities as necessary. Our team is available and ready to begin working as an extension of Hidalgo County to perform construction management services as required for roadway, bridge, and general construction projects that are federal, state, and County-funded.

Our team of professionals has performed successfully on recent roadway improvement projects requiring federal coordination and management of infrastructure projects for public entities. These relationships have proved valuable in project coordination. CONSOR has completed multiple shared-use funding (federal and local) projects in the last year. Our local staff is qualified through TxDOT's Local Government Project Procedures (LGPP) Qualification Program and available to provide the County full-time representatives on-site. CONSOR's approach for these services will be to act as facilitators for the County in completing tasks on time and within budget.

Drainage Design/Hydraulic Study and Design

We identify watersheds using USGS maps, existing plans, and field visits and uses the rational or the unit hydrograph method to determine the runoff for 10-, 25-, 50-, and 100-year events. Drainage design is performed using the latest NOAA Atlas 14 precipitation frequency. If retention/detention is required, we evaluate the costs and feasibility of inline detention versus off-site detention. If any bridges or culverts are involved, we model the existing and proposed conditions using HEC-RAS and design the bridge layouts to minimize any impacts to properties upstream and downstream. CONSOR has designed 300+ bridges and inspected 15,000+ bridges in Texas and can assist the County in identifying and resolving problems with existing structures. CONSOR has worked closely with TxDOT for more than 25 years and can facilitate coordination.

Route and Design Studies

Before the start of any study, we will outline the purpose of the study. The current vehicular data will need to be collected and a data collection plan will be established to avoid missing any important elements in the field. Once the data is collected, the information will be evaluated in the office for any errors. Once it is determined that the data is good, the CONSOR team will begin to analyze and traffic data as needed per task and project to a future year, and/or redistribute volumes as needed based on engineering judgment to complete the traffic engineering studies.

Signal warrant studies will be completed following the TMUTCD. First, 24-hour average daily traffic volumes on all approaches and 12-hour turning movement count volumes will be collected at the intersection(s) being studied. The data will determine the highest 8-hours, highest 4-hours, and peak hour. Pedestrian counts, accident data, and existing condition information will also be collected. Aside from the evaluation of the signal warrants, the study may also include:

- Field observations
- Existing condition diagram
- Collision diagram
- Posted speed limits
- Nearby traffic generators (schools, retirement facilities, etc.)
- Vehicle hours of stopped time delays by approach
- Pedestrian delay time on an average weekday, Saturday, and Sunday
- Queue length on stop-controlled approaches

Traffic Engineering

We have extensive experience in traffic engineering, including traffic studies, traffic impact analysis, warrant studies, corridor feasibility studies, traffic calming design, signal warrant studies, safety studies, feasibility studies for alternative intersections and interchanges, and coordination with the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). Our multi-modal operations and simulation experience include freeway and interchange improvements, traffic signal optimization and coordination, transit signal priority, light rail transit (LRT) systems, safety evaluation, bus rapid transit (BRT) systems, railroad grade crossings, and alternative and innovative designs. We ensure our approach integrates design with extensive knowledge of construction to provide a combination of creative and practical solutions for all modes of transportation.

CONSOR realizes the importance of coordinating with local cities and neighborhoods on issues such as changes in

traffic patterns due to design work. It is also important to keep local businesses, hospitals, and schools in mind when preparing traffic control plans by maintaining access to businesses during peak hours.

Traffic flow and circulation studies: Before starting any study, the purpose of the study will be outlined. A data collection plan will be established so as not to miss any important elements in the field. Once the data is collected, the information will be evaluated in the office for any errors. Once it is determined that the data is good, the CONSOR team will perform the necessary evaluations and complete the reports.

CONSOR has also completed capacity/intersection improvement analysis, travel time and delay studies, speed zone studies, and corridor analyses. Traffic Signal Timings:

- Obtain peak-hour turning movement counts and 24-hour counts.
- Measure travel times along the corridor to determine congestion points and make delay calculations.
- Use SYNCHRO to create a base model for the existing signal system operation, calibrate the model, and perform signal timings optimization.
- Prepare recommendations to reduce delay and provide progression within the signal system.
- Calculate signal clearance timings.
- Prepare revised timing sheets and coordination offsets with a summary report of “before” and “after” conditions to document the reductions in stops, delays, and fuel consumption. Estimate the dollar value of these reductions to obtain/justify funding.

Capacity and Level of Service (LOS) studies can provide a clear understanding of the vehicular traffic an intersection or roadway segment can accommodate. LOS provides a qualitative measure of traffic ranging from level A to level F based on the Highway Capacity Manual (HCM). With LOS based on the measure of effectiveness (MOE), intersections can be ranked based on speed and travel time, density, and delay. Capacity is independent of the demand, therefore dependent on traffic conditions, geometric design, and traffic composition.

Intersection studies identify the LOS and provide recommendations to improve the intersection’s traffic operations and identifies safety measures. Coordination with the County can identify if additional ROW will be needed, restraints or limits to modifying roadway configuration, and the need for additional signs and/or pavement markings.

Signing, Markings, and Signalization

Our team has significant experience designing traffic signals, pavement markings, intersection improvements, traffic control plans, and route and design studies including (but not limited to) innovative intersection design (including diverging diamond interchanges, displaced left-turns, roundabouts), HAWK signals, temporary traffic signals including portable traffic signals, various vehicular signal detection (including VIVDS, loop detection, GRIDSMART cameras, presence and advance radar), sign detailing using GuideSign, and ITS/interconnect between traffic signals (hard wired and wireless).

CONSOR can utilize the latest software including, but not limited to SYNCHRO, VISSIM, and Tru-Traffic to evaluate and simulate the existing signal phasing/timing conditions to closely match the existing conditions. Once a baseline is set, various models and scenarios can be simulated to recommend the best and optimum solution for the intersection and/or corridor.

We follow a thorough project development process. Below is an example of what we have done for traffic related projects that involved traffic signals, signing and pavement markings, bike/pedestrian facilities, and illumination design.

Step 1 Scoping: The CONSOR team will meet in the field with the County Project Manager to understand the project's needs and purpose. We would prepare an accurate scope in coordination with the County.

STEP 2. Obtain and Evaluate Data, Surveying, Utility Information: Review available data including available as-builts, utilities, right-of-way information, hydraulic data, and planned improvements and conduct a site visit to include photographs. A topographic survey will include a full topographic of the project length. Other suggested early coordination efforts include:

Meeting with the County staff to understand known problems or concerns on the project including safety, traffic, etc. Issues can best be addressed if communicated and documented at the beginning of the project.

Meeting with the community to receive input and inform residents about the project in their neighborhood. We will provide renderings at the public meeting that will illustrate to the community what improvements are being proposed.

STEP 3. Preliminary Design: Once the Traffic Impact Analysis has been accepted by the County and the existing data is gathered and preliminary engineering is performed, a design meeting will be scheduled. Design criteria and parameters for the project will be set. The design will be based on County's Design Guidelines, NACTO Guidelines, and County Design Standards for Construction. Traffic data will be reviewed to determine if the proposed geometric improvements will meet the traffic demands. Conceptual construction sequencing will be coordinated with internal CE&I staff and then presented to the County to allow collaboration before TCP preparation. Items like early coordination with utility companies to avoid major utility conflicts, preliminary cost, right-of-way needed, environmental and drainage impacts, and impacts to adjacent properties will be investigated and presented during this phase. If there is a need for illumination or ADA facilities, conceptual drawings will be prepared. Additionally, overall intersection geometry will be evaluated to determine if additional turn lanes may be required. Based on traffic volumes and accident data, CONSOR will investigate the need for additional safety features. Recommendations to the signal timings will be made if required. Interconnect layouts will be completed if necessary. CONSOR has completed numerous projects involving connections into an existing interconnect system using fiber-optic interconnect as well as spread spectrum wireless interconnect. CONSOR will evaluate all intersections for ADA compliance. Signing and pavement markings and TCPs will be designed following TMUTCD standards. **Photometric analysis using AGi32 will be completed showing pole locations.** One of the main challenges to working in urban areas is the typically tight right-of-way and congested utilities. The key is to identify these issues early on to determine if the design can work around these conflicts or if utilities can be relocated or right-of-way obtained (i.e., corner clips for signal equipment).

STEP 4. Final PS&E Preparation: Once the preliminary design criteria and the preliminary design have been reviewed and discussed with the County, the final reviewed design will move forward. Open lines of communication are kept throughout the project development process. As design issues arise, we are experienced at using our best practices to formulate two or three possible solutions and present recommendations to the County. Our references will attest to CONSOR's leadership on similar types of projects. Roadway design, ADA ramp and facility details, TCP including temporary signals, SW3P, signing, and pavement markings, signal layouts, signal details, electrical schedules, interconnect details, illumination, quantities, the cost estimate, general notes, and specifications will be prepared. The construction cost estimate will be updated at every milestone submittal to the County. Historic bid tabulations, estimator software, and County-wide recently let construction project estimate costs will be utilized to do so. The CONSOR team has

experience in the preparation and completion of PS&E for the County and takes pride in delivering a turnkey project from inception to completed construction.

Should the design projects be let by TxDOT for construction, CONSOR is familiar with the standard TxDOT procedures. An integral step that sets the CONSOR team apart from others occurs when the plan design nears 90% completion. We are experienced with TxDOT's process in developing cost estimates, special provisions, and generating the specifications list utilizing TxDOT's CONNECT System. Finally, our project approach will consist of completing the project on schedule, within budget, and following the County's policies and procedures. We will deliver a product that is complete, accurate, and consistent by following QA/QC procedures. We believe in keeping open lines of communication between the County, public agencies, subconsultants, and the CONSOR team. We understand that responsive service and communication are foundations of any project. For each submittal milestone, CONSOR reviews the deliverables and expectations with the County's responsible person in charge (RPIC). This ensures the County's expectations are met and there are no "surprises."

Step 5. Construction Phase Services:

CONSOR will assist the County during the bid notices with any questions that may arise. After a contractor has been selected by the County, PM Federico Mendoza along with CM Candido Bocanegra will attend the preconstruction meeting. During construction, CM Candido will attend weekly progress meetings, answer RFIs, review material submittals, and review proposals and project schedules. A final walk-through punch list and as-built plans will be developed and delivered to the County.

TIME OF DELIVERABLES

Specific milestone meetings will be scheduled with the Project Manager to communicate the status of assigned tasks. The budget/schedule and work effort remaining will be reviewed. The following milestones are typical:

- Project kick-off meeting
- Concept design phase
- Preliminary engineering (30%)
- Pre-final engineering (60%)
- Final design (90%)
- Bidding and construction documents (100%) - signed/sealed

We have taken the philosophy that once a budget is agreed upon, the firm is committed to providing the service for that fee. We believe that time is better spent ensuring project scope and product are delivered on time and within budget.

For each project, CONSOR develops a level of effort (fee) that itemizes tasks for project completion as well as a project schedule with milestones and interdependency. At a minimum, the schedule is updated monthly and shows a comparison of the actual schedule to the baseline schedule. A progress report is also provided that includes work performed, work planned, and outstanding items. An invoice is created as well for the work performed. CONSOR regularly invoices at a lower percentage than actual completion to simplify the invoice review process and not create additional effort responding to questions relating to the invoice.

b. Firm's Philosophy, Approach, and Methods to Meet Requirements

CONSOR will meet regularly with County staff to discuss project progress, review comments, and when requested, provide presentations to committees, other County staff, or entities involved in the project. PM Federico Mendoza will be the main contact between the CONSOR team and the County. Contact with other entities regarding the project will be conducted according to the County's direction (either through the County or with the County's knowledge). The flow of information and points of contact can be discussed during scoping or project kick-off.

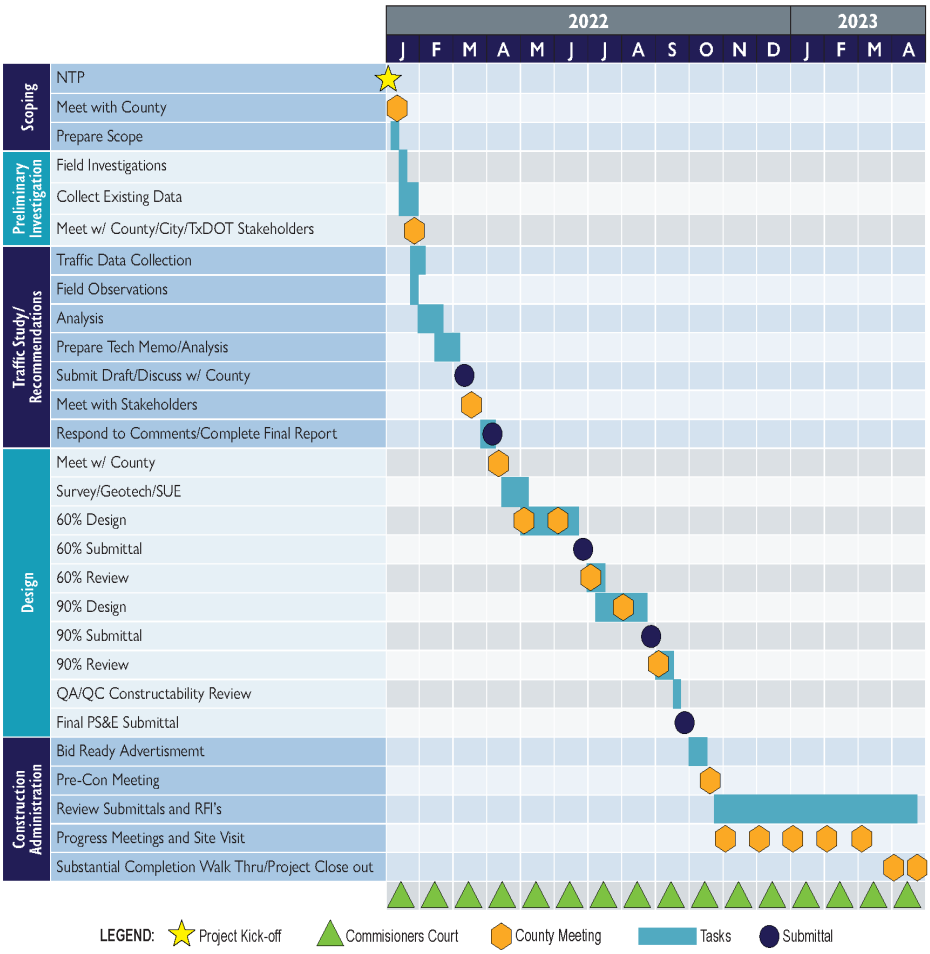
CONSOR's deputy PM Javier Martinez will be kept abreast of the project and copied on all information throughout the project. This measure provides continuity of service should the County need a quick response while the Project Manager is out of the office. Clients have consistently commented on how pleased they have been with this organizational structure. During the scoping and negotiations, a project schedule will be created that includes a baseline schedule and actual schedule and dates for milestone submittals. The schedule will be updated monthly and provided to the County.

CONSOR uses various methods for information exchange. These methods include phone, email, FTP sites, share sites such as OneDrive, SharePoint, Dropbox, and ProjectWise. Drawings can be scanned and attached as PDF for review. We will exchange files either via email or FTP sites. The FTP site is particularly useful for files of large size. An FTP site dedicated to this project will be set-up and all team members will have access. Another method used recently

is ShareFile which allows a link in an email for access to large files. GoToMeeting and Microsoft Teams are other methods that use to quickly discuss and show design issues between team members at various locations.
CONSOR has standardized a directory structure as well as a file naming convention for both documents and construction drawings. Information is stored on a server and all employees are networked and access the files from the server. All files are backed up daily to protect our clients and their interests. At CONSOR, we are always looking at ways to improve and streamline the process to become more efficient and improve our service to our clients.

CONSORiq - CORE VALUES

Collaboration
Greater than the sum of our parts.
Ownership
Leaders are accountable.
New Ideas
Never settle for commonplace.
Safety
Foresight is better than hindsight.
Optimism
It gets stronger with use.
Respect
Give it to get it.
Integrity
Be intentional and impactful.
Quality
Excellence is continuous.



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Section V: Legal Documents

SECTION V: LEGAL DOCUMENTS

Pursuant to the request for qualifications, CONSOR Engineers, LLC does not have any standard agreement(s) and/or contracts associated with our response that would need to be included.

Section VI: Miscellaneous

SECTION VI: MISCELLANEOUS

CONSOR Engineers, LLC does not have any exemptions to any of the requirements stated in the request for qualifications.

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

MEMORANDUM

TO: All Participating Vendors

FROM: Hector Garcia, Contract Specialist III

DATE: December 08, 2020

RE: RFB No. 2021-0833-12-15-HAG
"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"

Below are the responses to all inquiries submitted by Monday, December 06, 2021.

Question No. 1: On page 26 of the RFQ, Section III, Vendor Experience and Qualifications, a. Competency, asks the submitting firms to demonstrate firm's competency and experience in the following area, including "... *Solid Waste related projects and Mechanical Engineering projects...*" Can the County further elaborate on what specific items regarding those two services that the County will be seeking for this RFQ?
Answer: There are no specific items regarding these services that Hidalgo County is seeking at this time, but has listed them as they may be required services depending on the assessment that is done.

Question No. 2: On page 32 of the RFQ, Appendix B asks firms to identify all areas of specialization. Do firms need to identify areas for their proposed team or only the individual firm who is priming the proposal?
Answer: You can identify the principal's areas of specialization as requested, and any other area of specialization not listed or subcontracted area of specialization can be identified under "Other".

Question No. 3: Would the County confirm the scope of this project?
Pages 6 and 7 with the purpose and goals/scope state that this project entails a traffic impact analysis; however, page 26, Section III mentions roadway, bridge, general design, etc. and page 27, Section IVa lists a very detailed list services as part of the scope.
Answer: The scope of this project will focus on the development and completion a Traffic Impact Analysis, which would include design, planning, inspecting and management of the construction/implementation phase. Other services and areas of specialization have been listed as they may be required services depending on the assessment that is done.

PURCHASING DEPARTMENT
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Question No. 4: Will the selected firm be responsible for designing the identified improvements recommended in the TIA as part of the scope of services?
Answer: Yes, that is correct.

Please acknowledge receipt of these questions and response by signing below and returning back via email to hector.garcia1@co.hidalgo.tx.us.

Acknowledgement of Receipt
Authorized Signature

12/9/2021
Date

HG

CONSOR

956.291.3995

www.consoreng.com

Contract C-21-0833-03-08

EXHIBIT C
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The work to be performed by the Engineer shall consist of providing traffic engineering consulting services for the new Hidalgo County Courthouse in the city of Edinburg. The Engineer will be responsible for the development and completion of a Traffic Impact Analysis to assess current and future traffic impacts resulting from traffic circulation changes around the courthouse and construction of the new courthouse facilities. The Engineer will perform the traffic impact analysis for two options as described in the scope of services below.

Background

A traffic study completed in December of 2017 evaluated existing traffic conditions around the courthouse square and major intersections within a one-mile radius. This study recommended the conversion of traffic flow around the new courthouse to one-way flow counterclockwise. This recommendation has now been advanced to the design phase. The design project is a local government sponsored project developed by Hidalgo County Precinct 2. Because the streets surrounding the square are state roads, the project is being developed with state and federal funds, with TxDOT oversight. The project includes the reconstruction of SH 107 from the courthouse to I-69C. The goals of this project are to improve mobility and safety and reduce congestion. Construction is scheduled to begin in the summer of 2023.

The traffic impact study under this contract will build on the 2017 study, cover items that were not covered by the 2017 study and update the analysis for changes that occurred to the traffic access plans for the new county courthouse. This study will also make updates relative to the most notable traffic circulation change since the 2017 study (the closure of Closner Blvd from McIntyre St to Cano St for the construction of the new courthouse).

Design Standards. The ENGINEER shall prepare all work in accordance with the latest version of applicable STATE procedures, manuals, and guidelines to include the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Transportation Research Board (TRB) Highway Capacity Manual, Trip Generation Manual, Parking Generation Manual, Traffic Signals Manual*, and other STATE approved manuals.

Scope of Services

Option 1

Option 1 will focus the analysis on proposed driveways to the new courthouse complex:

- New Hidalgo County Courthouse - Sally Port Entrance/Exit
- New Hidalgo County Courthouse - Judiciary Entrance/Exit

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The Engineer will perform the following tasks for Option 1:

Analyze ingress/egress to/from the Sally Port Entrance/Exit and the Judiciary Entrance/Exit. Traffic demand for these driveways will be obtained and the analysis will include:

a) The expected Level of Service for the driveways relative to traffic volumes on the street and the proposed traffic circulation changes around the courthouse
b) Review of available intersection sight distance for vehicles exiting the driveways
c) Anticipated vehicular queuing at driveway(s) with access control points, if applicable.
d) Recommendations to maintain acceptable levels of service and safety at the driveways
e) Coordination with the county, city and TxDOT

Option 2

Option 2 will focus the analysis on the intersections surrounding the courthouse which will define our study area:

- Cano St (East & West)
- 10th Ave (North & South)
- 12th Ave (North & South)
- McIntyre St (East & West)
- SH 107

The Engineer will perform the following tasks:

A. Data collection

a) The Engineer shall collect turning movement count data (TMCs) at the intersections listed below, on a typical weekday during the morning, midday, and afternoon peak periods. The counts will include pedestrian activity. Peak hour turning movement counts will be obtained at the following intersections:

1. W. McIntyre Street at N. 10th Ave.
2. W. McIntyre Street at N. Closner Blvd.
3. E. McIntyre Street at N. 12th Ave.
4. W. University Dr (SH 107) at S. 10th Ave.
5. E. University Dr (SH 107) at S. 12th Ave.
6. W. Cano Street at S. 10th Ave.
7. W. Cano Street at S. Closner Blvd.
8. E. Cano Street at S. 12th Street

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The count periods shall be as follows:

- 7-9 AM
- 11 AM -1 PM
- 4-6 PM

These counts shall reflect the new traffic circulation patterns after the closure of Closner Blvd for the construction of the new courthouse. The Engineer shall analyze the counts for the new patterns and prepare tabular summaries for each intersection TMC. The Engineer shall determine the peak hour factors for all the turning movement data collected and submitted in a tabular form. The Engineer shall also present the peak hour turning movement data in map format.

b) The Engineer shall perform a site visit to gather intersection and signal inventory data and take photographs. The intersection data will include the number of lanes and lane use, posted speed limit on each approach, bus stop locations, designated crosswalks, and parking near the intersection. The signal inventory will include signal head types, left turn signal type, overlap movements, vehicle detection, pedestrian detection, and pedestrian signals.

B. Review of Previous Reports

The Engineer will review the following reports and documents:

- The 2017 report prepared by ETSI, entitled "Traffic Impact Analysis for the Proposed Hidalgo County Courthouse in the City of Edinburg, Hidalgo County, Texas"
- The "Reduced Hidalgo County Courthouse Traffic Control Plans" by ETSI, dated September 2018
- Schematic plan for the proposed one-way circulation around the courthouse
- Updated plans for the new courthouse driveways and circulation
- TxDOT's plans for the upcoming SH 107 roadway improvements
- The city of Edinburg's plans for the new parking garage.

C. Analysis

The Engineer shall perform the following tasks:

a) Review and assess existing vehicular, pedestrian, and parking demand in the study area

b) Review and assess anticipated vehicular, pedestrian, and parking demand in the study area

c) Review and assess the impacts of the Closner Blvd road closure

d) Identify potential adverse traffic impacts to the existing area street network around the New Hidalgo County Courthouse relative to the proposed traffic circulations changes.

e) Identify transportation improvements which would mitigate potential adverse traffic impacts to mobility within the study area.

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f) Assist Hidalgo County in identifying improvement opportunities for traffic controls, roadway capacity improvements, pedestrian facilities (crosswalks, curb ramps, sidewalks, parking facilities, transit bus stops, fire station operations, and other elements as they relate to safe traffic operations.

g) Coordinate with Texas Department of Transportation (TxDOT) and/or any other required government entities as necessary.

h) Perform capacity analysis at each intersection to evaluate the existing timings and to determine the saturation flow rates and the existing Level of Service (LOS). The Engineer shall perform Synchro optimization analysis using the existing volumes to determine the best cycle length for each peak period. The Engineer shall summarize these results in a tabular and graphical format. Determining the best cycle length may require coordination with crossing arterials that are in existing systems.

D. Preliminary Report

a) The Engineer shall prepare a preliminary report to summarize the data collection, capacity/LOS analysis, and recommendations. The Preliminary Report shall be submitted by e-mail in PDF format.

b) The Engineer shall meet with County staff for a technical review meeting. The Engineer shall discuss the analysis and the recommendations, as well as the time frame for implementation. The Engineer shall incorporate the review comments from this meeting into the Final Report.

E. Final Report

The Engineer shall prepare a final report to document the traffic impact study. The Final Report shall consist of:

- The methodology used, the alternatives considered, and the recommendations of the Engineer
- photographs of each intersection
- turning movement counts in tabular format
- turning movement counts in map format
- summary of coordination with county, city, TxDOT and other stake holders.

F. Project Coordination

a) The Engineer shall prepare for and attend a virtual or in person project kick-off meeting, and one in-progress project meeting during the study. The Engineer shall prepare for and attend a second meeting to present the recommendations to the County. The Engineer shall prepare meeting agendas and meeting minutes for all meetings.

b) The Engineer shall prepare invoices and progress reports monthly and advise the County on any issues that may impact the project budget or schedule.

G. Deliverables

The Engineer shall submit the following deliverables:

- the Final Report in printed form.
- a CD-ROM containing the final report, all technical data, and Synchro files.

H. Additional Services

The Engineer shall perform additional services only if requested in writing by the County. These services may include, but not be limited to:

- Design services for the proposed improvements
- Assist Hidalgo County with providing responses to RFI's received
- Assist Hidalgo County with the planning, inspecting, and managing of the construction/implementation phase.

The Engineer will prepare separate fee estimates for the performance of these additional services at the request of the Hidalgo County.

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Exhibit D

Contract Rates

EXHIBIT D - CONTRACT RATES				
HIDALGO COUNTY CONTRACT C-21-0833-03-08				
PRIME PROVIDER NAME:	**CONSOR ENGINEERS, LLC**			
DIRECT LABOR				
LABOR/STAFF CLASSIFICATION	**YEARS OF EXPERIENCE**	**HOURLY BASE RATE**	**FY 2022**	**FY 2023**
Project Manager	10+	$88.00	$250.37	$255.38
Quality Manager	10+	$70.00	$199.16	$203.14
Engineer (Senior)	15+	$75.00	$213.39	$217.65
Engineer (Project)	10 to 15	$58.00	$165.02	$168.32
Engineer (Design)	5 to 10	$48.00	$136.57	$139.30
Engineer-In-Training II	2 to 5	$39.00	$110.96	$113.18
Engineer-In-Training I	0 to 2	$34.00	$96.74	$98.67
Engineer Technician - Senior	15+	$46.00	$130.88	$133.49
Engineer Technician	5 to 15	$33.00	$93.89	$95.77
Engineer Technician - Junior	0 to 5	$23.56	$67.03	$68.37
CADD Operator - Senior	15+	$40.00	$113.81	$116.08
CADD Operator	5 to 15	$33.00	$93.89	$95.77
CADD Operator - Junior	0 to 5	$24.00	$68.28	$69.65
Field Coordinator	5 to 10	$57.01	$162.20	$165.45
Transportation Planner III	5 to 10	$58.00	$165.02	$168.32
Administrative/Clerical		$26.00	$73.97	$75.45
INDIRECT COST RATE:	**158.65%**			
PROFIT RATE:	**10.00%**			

***2.00% Escalation is effective on the first day of the month following the beginning of year 3 from the date of contract execution.**

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

CONSOR Engineers, LLC • 200 S. 10th Street, Suite 800, McAllen, TX 78501 • P: 956.291.3995 • www.consoreng.com

Exhibit E

Work Authorization Form

EXHIBIT "E"
HIDALGO COUNTY
Professional Engineering Services
Agreement # C-21-0833-03-08

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the **Professional Engineering Services** Agreement No. C-21-0833-03-08, incorporated herein by reference, for the **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"** made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and **CONSOR Engineers, LLC**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the Engineer to provide _____.

The **Engineer** is to provide the scope of Services as required by the Agreement with Owner.

The scope of services to be provided by the **Engineer** is identified in **Attachment "A" –** *Scope of Services to be provided by Engineer"* attached hereto and incorporated by reference.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$**_____.This amount is based upon the costs outlined in the **Attachment "B" –***"Fee Schedule"* attached hereto and incorporated by reference.

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the **Professional Engineering Services** Agreement No. C-21-0833-03-08 between the **Owner** and the **Engineer**.

PART 4. FUNDING
This Work Authorization No._____ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of the Work Authorization, within the limits of Agreement No. C-21-0833-03-08, provided in this Work Authorization; or on (_____DATE_____)**. ***If applicable***: Engineer shall conform to the approved "Work/Project Schedule", attached hereto and incorporated by reference herein as **Attachment "C"**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement No. C-21-0833-03-08**.

PART 7. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 20__.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____, 20___.

Agenda Item No. _____ **Executive Office: _____**

ENGINEER:
CONSOR Engineers, LLC

_____
Zina Schwartz, PE, Executive Vice President

COUNTY:
COUNTY OF HIDALGO

ATTEST:

_____ _____
Hon. Richard F. Cortez, County Judge Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:
(If applicable)

Attachment "A" – *Scope of Services to be provided by Engineer*
Attachment "B" – *Fee Schedule*
Attachment "C"– *Approved Work/Project Schedule*

DRAFT

Exhibit F

Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO._____

TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-21-0833-03-08

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Professional Services Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "**Owner**", and **CONSOR Engineers, LLC**, hereinafter called the "**Engineer**".

W I T N E S S E T H

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement No. C-21-0833-03-08** on the day of MONTH, 00, 2022 concerning County wide Professional Engineering Services regarding **"Traffic Engineering Consulting and Other Services – New Hidalgo County Courthouse"**;

WHEREAS, on the _____ day of _____20___, **Owner** authorized a Project Specific Work Authorization for _____ (hereinafter referred to as the "**Project**"); and

WHEREAS, it has become necessary to amend the Agreement to _____
_____.

NOW, THEREFORE, in consideration of the mutual covenants provided below, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Paragraph ___ of the Agreement, (paragraph title), is revised to
_____
_____
_____
_____
_____
_____
_____

II. **All other provisions are unchanged and remain in full force and effect.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of MONTH, 2022.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____, 20___.

Agenda Item No. _____ **Executive Office: _____**

ENGINEER:
CONSOR Engineers, LLC

_____
Zina Schwartz, PE, Executive Vice President

COUNTY:
COUNTY OF HIDALGO

ATTEST:

_____
Hon. Richard F. Cortez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If applicable)

SUPPLEMENTAL SIGNATURES:
(If applicable)

DRAFT

Exhibit G

Certificate of Insurance