

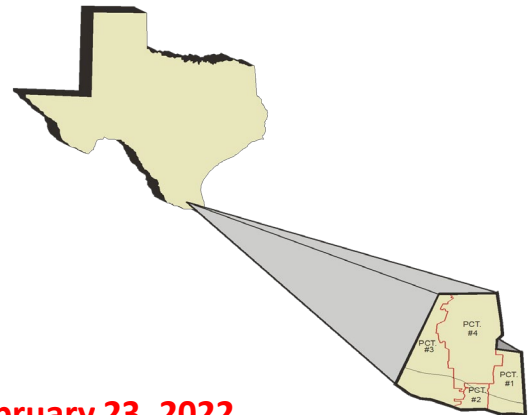
REQUEST FOR QUALIFICATIONS

***Project Name: Sealed Submission for Pool of
Professional Engineers***

***Procurement Number: RFQ No: 2021-0786-
02-23-HGO***

(all funding sources, programs & entities)

Submitted to

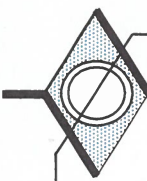


Prepared By:

**TEDSI Infrastructure Group, Inc.
1201 E. Interstate Highway 2,
Mission TX 78572
Phone: (95) 424-7898
Fax: (956) 424-7022**

ORIGINAL

**Opening Date: February 23, 2022
Opening Time: 2:00 pm**



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Interstate Highway 2, Mission, TX 78572

February 23, 2022

Mr. Eduardo Belmarez, MBA, CPM, Purchasing Director
Attn: Heidi Garcia Ortiz
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, TX 78539

Re: RFQ Bid No: 2021-0786-02-23-HGO
Hidalgo County "Pool of Professional Engineers"
(including all funding sources, programs and entities)

Dear Mr. Belmarez:

TEDSI Infrastructure Group (TEDSI) presents the qualifications of our Project Team in response to Request for Qualifications RFQ No.- 2021-0786-02-23-HGO.

TEDSI with over 35+ years ago, **TEDSI** is a well-established Engineering Consultant Firm with a local office in Mission, Texas. **TEDSI** is registered with the Texas Board of Professional Engineers (# F-1640) to perform engineering services in the State of Texas. Our professional staff has extensive experience with municipalities across the State of Texas and has experience in working with programs funded by federal, state, and local governments.

The experience of our team's professional staff covers a broad spectrum of Professional Services, including roadway design, survey, drainage, waterlines, sanitary sewer lines, right of way acquisition, traffic studies, traffic signal warrants, traffic signal timings/coordination, signing and pavement markings design, permitting, utility coordination, construction management, bidding services and overall project management. This experience will allow the us to provide solutions needed to complete these projects on time and with the utmost professionalism.

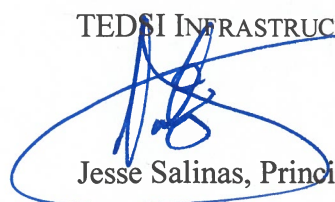
Our client relationships are a crucial part of our day-to-day business. Our staff is committed to the philosophy of establishing and maintaining long term relationships with our clients in order to provide them the product they need.

We have very capable staff members who can meet the challenges and provide a quality product for the city.

We look forward to the opportunity to provide professional engineering services to the Hidalgo County.

Sincerely,

TEDSI INFRASTRUCTURE GROUP, INC.



Jesse Salinas, Principal/CEO

Tel: 956/424/7898 ♦

TEDSI

♦ Fax: 956/424/7022

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SECTION I. REQUIRED DOCUMENTS AND EXECUTIVE SUMMARY**1. EXECUTIVE SUMMARY**

Company Name:	TEDSI Infrastructure Group, Inc.
Address:	1201 E. Interstate Highway 2, Mission TX 78572
Point of Contact:	Mr. Ponciano N. Longoria, P.E., CFM
Title:	Project Manager
Email:	ponciano.longoria@tedsi.com
Phone Number:	(956) 424-7898
Fax Number:	(956) 424-7022
Individual Authorize to Contract:	Mr. Jesus Salinas
Title:	CEO/President
Email:	jsalinas@tedsi.com
Phone Number:	(956) 424-7898
Fax Number:	(956) 424-7020

2. UNDERSTANDING OF THE PROJECT

It is **TEDSI's** understanding that Hidalgo County requires Professional Engineering Services associated with on selection, our priority is to develop scope along with a project schedule for review and approval by Hidalgo County. **TEDSI** will implement a project specific QA/QC plan that will ensure that the work stays within the scope of the project, on schedule and meets the county's requirements. **TEDSI** will schedule a pre-design meeting with the county where different alternatives and ideas can be presented to and further developed. Based on information obtained from this meeting, we will begin development of a PS&E and preliminary estimate. See below for tasks required prior to construction:

Schematic

TEDSI recommends to development of a schematic to incorporate the preferred alternatives approved by Hidalgo County. The schematic will depict the proposed plan and profile along with typical sections of the proposed system. Upon approval of the schematic by the county, **TEDSI** will proceed with the production of PS&E.

Field Topographic Survey

The Survey process is as follows: 1) Right of Entry, 2) Project control, 3) Topographic and Planimetric Survey, 4) Boundary Survey, 5) Utility Survey, 6) Special or Mitigating Surveys, 7) ROW Mapping and Parcel Tract Platting and 8) Construction Control and Staking.

Environmental Report (ER)

As part of the development of the project **TEDSI** and its team understand the importance of compliance with the NEPA process. Should the county need this service, we will notify them of a subconsultant needed to perform needed services. We will then coordinate with the agency required to develop report.

ROW Acquisition

The ROW Acquisition process is as follows: 1) Title Reports, 2) Initial letters to property owners advising of project alignment, 3) Right of Entries for survey/engineering/appraisals, 4) Metes and Bounds, 5) Appraisals, 6) Present offers to landowners, 7) Negotiate with property owners, 8) Present final offers to the

county for approval, 9) Title commitments and 10) Recording. It is possible that during negotiations with property owners, alignment may change to accommodate the best interest. Should these services be required, we will notify county of subconsultant needed.

Water Main/Wastewater Design

The design process of waterline/gravity sanitary system includes several parameters. The design process is described below:

Sanitary system capacity must be sufficient to serve the estimated future population. Design must include calculations peak flow of domestic sewage, peak flow of waste from industrial sites and maximum infiltration rates. Sanitary system must be designed to prevent a surcharge in any pipe at the expected peak flow. No storm sewer lines will be connected to sanitary system. Data from an existing collection system must be used as base for design, if data from existing system is unavailable, then data from a similar system must be used. The sizes of sanitary lines must be based on an engineering analysis of initial and future flows. A new sanitary system design must be sized for the peak flow.

Sanitary gravity system should be designed to handle the transport of the peak dry weather flow plus infiltration and inflow expected in the facility. Design must accommodate a structural life expectancy of 50 years. Gravity sanitary lines and joints should meet ASTM, ANSI or AWWA standards. Joints must include rubber gaskets. Sanitary lines and water lines must be installed in separate trenches. Sanitary lines and water lines must be at least 9 ft apart in any direction.

- If a 9 ft separation distance cannot be achieved and sanitary line parallels a water line then sanitary line should be cast iron, ductile iron, or PVC meeting ASTM specifications with at least a 150-psi pressure rating for pipe and joints. A vertical separation and horizontal separation between sanitary and water lines outside diameters should be at least 2 ft and 4 ft, respectively. Sanitary line must be below the water line.
- If a 9 ft separation distance cannot be achieved and a sanitary line crosses a water line, then the sanitary line should be cast iron, ductile iron, or PVC with a minimum pressure rating of 150 psi. A minimum separation distance is 6 inches between outside diameters of the pipes. Sanitary lines must be below the water lines. Sanitary line joints must be located as far as possible from an intersection with a water line, usually sanitary line joint is centered on water line to get sanitary joints away from water line.
- If a 9 ft separation distance cannot be achieved and a sanitary line crosses over a water line then each portion of a sanitary system within 9 ft of a water line must be constructed of cast iron, ductile iron, or PVC pipe with at least a 150-psi pressure rating. Sanitary system lines must be encased in a joint of at least 150 psi pressure class pipe that is centered on the crossing, sealed at both ends with cement grout, at least 18 ft long, at least two nominal sizes larger than the sanitary line and supported by spacers between the sanitary line and the encasing pipe at a maximum of 5 ft intervals.
- Gravity sanitary system must be laid with a uniform grade between manholes. Deviation from uniform grade without manholes and with open cut construction will be avoided. The maximum allowable manhole spacing for sanitary systems with horizontal curvature is 300 ft.

Roadway Design

Roadway Design plans are incidental to the design of water/wastewater improvements. TEDSI will develop plans based on the latest TXDOT Roadway Design Manual, Hidalgo County construction standards/specifications and AASHTO - A Policy on Geometric Design of Highways and Streets. TEDSI has extensive experience in the development of Roadway PS&E's that are in compliance with TXDOT and

Hidalgo County requirements. Anticipated tasks involve plan and profiles, typical sections, general notes, earthworks, cross-sections, horizontal alignment data, vertical control sheets, drainage design, bridge design, removal layouts, intersection layouts, traffic control plans (TCP), TCP general notes/sequence of construction, signing and pavement markings, traffic signal design, roadway illumination, construction schedule, standards, estimates, and specifications.

Utility Coordination

Utility coordination and subsequent adjustment of utilities is a critical task in any project. Adjustment of existing utilities within the project ROW (Non-Compensable) may be necessary to accommodate the proposed roadway sections for this project. TEDSI will collect utility information, identify utilities that will need to adjust, and prepare a final utility coordination package. Utility coordination will allow TEDSI to identify utility conflicts with the proposed design and to compare the costs associated with adjustment of the utility versus modification of the proposed design. Utility Coordination process will consist of initial utility letters, review of the Level C and Level D SUE, intermediate letter along with design layouts, notification of utility conflicts, final adjustment letters along with layouts signed and sealed by a professional engineer. A final utility binder that documents all correspondence will be provided to all utility companies and the client.

Coordination with TXDOT

Should infrastructure improvements be implemented in TXDOT's right of way, TXDOT will need to review plans as well as specifications to approve construction of public infrastructure. Any repairs to TXDOT's infrastructure such as pavement and traffic signals as well as traffic control will have to be designed according to TXDOT standards/specifications and the MUTCD.

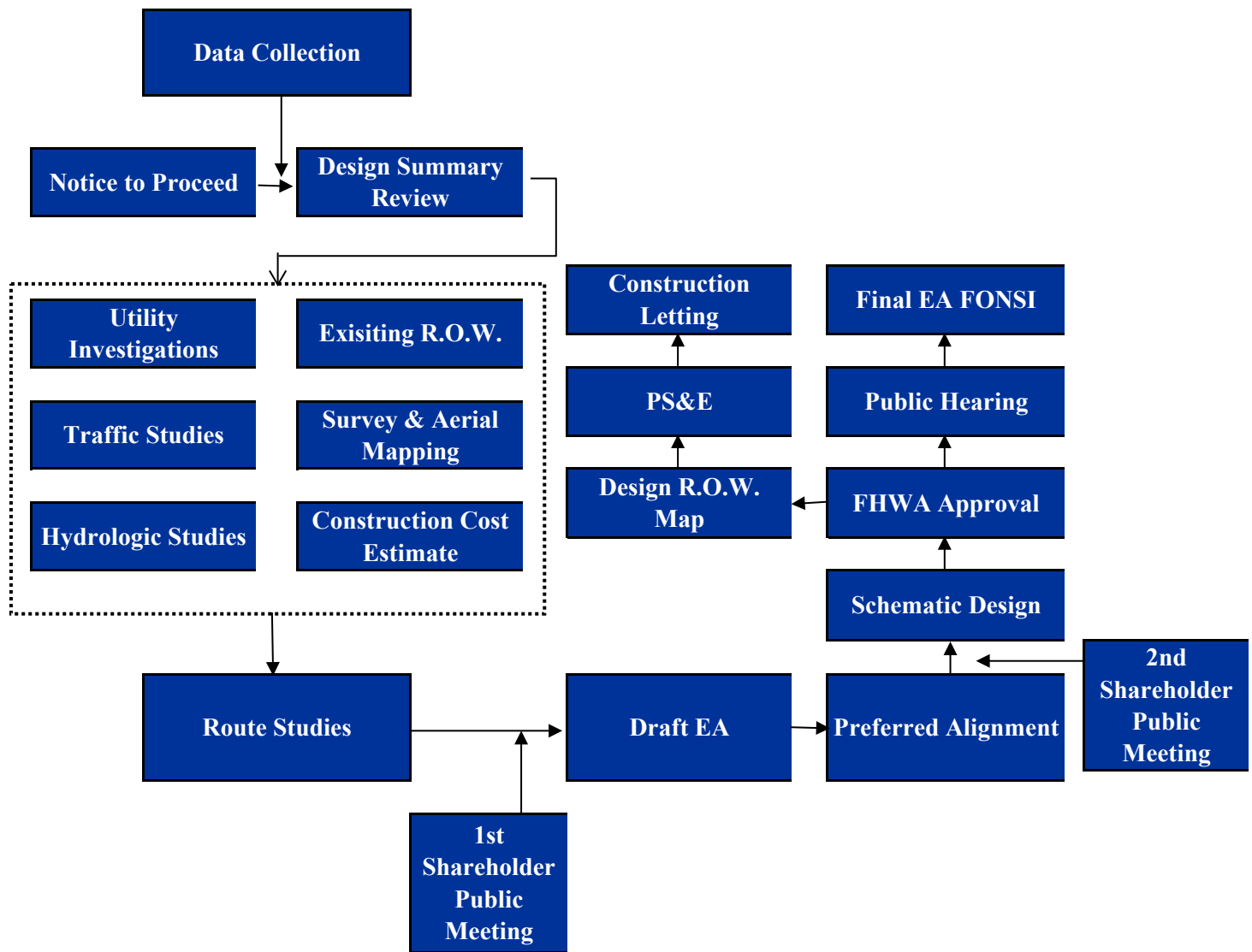
The **TEDSI Team** would apply basic Value Engineering throughout the planning process in establishing basic design factors in combination with existing conditions to make sound and innovative environmental and engineering decisions. The **TEDSI Team** would also submit work as per the county's review submittal requirements. The **Team** is familiar with all current design criteria for sanitary sewer, water lines, sanitary force mains and sanitary plants as per the Texas Administrative Code. Other design criteria the Team is familiar with are the Environmental Policy Guidebook, Hydraulic Manual, MUTCD and TXDOT 2004 Standard Specifications.

PS&E Delivery Packages

A standard 30%, 60%, 90% and 100% approach will be taken for project PS&E submittals. This approach will help to keep the county aware of the design progress as well as allow them to comment on the design elements as the project progresses. Submittal of PS&E in this manner will also help the county budget for the project as each submittal will have a further refined project estimate.

Construction Services

The following tasks take place during the Construction Phase: Bid documents, Pre-bid conference, Bid Evaluation, Award Recommendation, Contract Documents, Pre-construction meeting, notice to proceed, Construction inspections, Construction Staking, Shop Drawing review, Material Testing, Response to Request for Information, Request for Payment approval, Change Order review, Walk Through, Punch List and Close-out Documents.

METHODOLOGY**FIRM APPROACH TO METHODOLOGY AND MANAGEMENT TO
THE SCOPE OF SERVICES OF THE PROJECT****PROJECT METHODOLOGY**

3. REQUIRED DOCUMENTS

- 01. Legal Notice Acknowledgement
- 02. Attachment “A” – Areas of Specialization
- 03. Appendix “C” – Insurance Requirements
 - a. Proof of Insurance
 - b. Insurance Requirements Acknowledgement
 - c. Project Requirements Acknowledgment
- 04. Appendix “D” - Conflict of Interest Questionnaire
 - a. CIQ Form
 - b. Form 1295
- 05. Appendix “E” - Vendor Forms
 - a. Vendor Application
 - b. HUB Declaration
 - c. W-9
- 06. Appendix “F” – Certification Regarding Debarment
 - a. Signed Certification
 - b. SAM.gov Registration Acknowledgment
- 07. Appendix “H” – Contracts Under Federal Award 2 – CFR 200
 - a. Byrd Anti-Lobbying Contract Clause
 - b. 2 CFR 200 Certification
- 08. Appendix “J” – Respondent’s Affidavit

LEGAL NOTICE DECLARATION

TO: Eduardo Belmarez, MBA, CPM, Purchasing Director
ATTN: Heidi Garcia Ortiz, Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFQ No. 21-0786-02-23-HGO 2022 Pool of Professional Engineers

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.

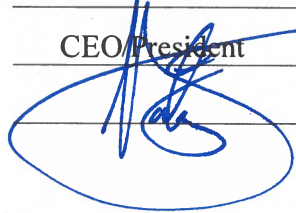
We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, 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: TEDSI Infrastructure Group, Inc.
Address: 1201 E. Interstate Highway 2, Mission, Texas 78572
Printed Name: Jesus Salinas
Title: CEO/President
Signature:  Date: 02/23/2022

**PROCUREMENT FORM
AREAS OF SPECIALIZATION
HIDALGO COUNTY
PROFESSIONAL ENGINEER SERVICES POOL
RFQ NO: 2021-0786-02-23-HGO**

Name and Address of Firm:	TEDSI Infrastructure Group, Inc. 1201 E. Interstate Highway 2 Mission, Texas 78572
Principals of Firm and Titles:	Jesus Salinas, CEO/President Mark W. Luper, Executive Vice President Jules M. Morris, Jr., Vice President & Craig F. Stong, Vice President
Firm's Registration No.:	F-1640

Area of Specialization – *Specialized engineering services must be provided by an in-house engineer:*

√	Civil Engineering		Electrical Engineering
	Structural Engineering	√	Highway Engineering
	MEP Engineering (Mechanical/Electrical/Plumbing)	√	Drainage Design
	Mechanical Engineering	√	Traffic Engineering
	Environmental Engineering		

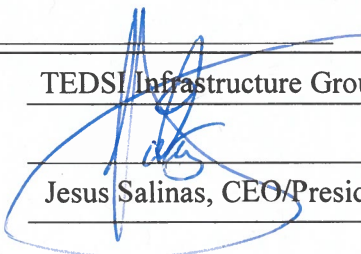
Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: Juan Pablo "JP" Terrazas, P.E., CFM - City of Mission (956) 580-8650
Reference #2: Frank Gudino, Bicycle and Pedestrian Coordinator - City of Brownsville (956) 574-6690
Reference #3: Mardoqueo Hinojosa, P.E., CFM, CPM-City Engineer-City of Edinburg (956) 388-8211
Reference #4: Alma C. Guerra, Deputy City Engineer-City of Harlingen (956) 216-5281

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: Esperanza (ML02) Drainage Improvements
Project #2: Brownsville-Los Fresnos Hike and Bike Trail
Project #3: Jackson Road at Chapin Rd Traffic Signal Design
Project #4: Jefferson Ave. Storm Sewer Improvements

Submitted By: TEDSI Infrastructure Group, Inc.

Signature: 

Typed Name: Jesus Salinas, CEO/President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2021

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway Suite 1100 Houston TX 77079	CONTACT NAME: Bee Bigtacion PHONE (A/C, No, Ext): 713-888-3951 E-MAIL ADDRESS: bbigtacion@higginbotham.net FAX (A/C, No): 713-952-9939
INSURED TEDSI Infrastructure Group, Inc. 1201 E. Interstate Highway 2 Mission TX 78572	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: The Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20443 35289

COVERAGES

CERTIFICATE NUMBER: 2014969043

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			1075066054	9/11/2021	9/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			2097261054	9/11/2021	9/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			2090503299	9/11/2021	9/11/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	2068980107	9/11/2021	9/11/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			AEH113771047	9/11/2021	9/11/2022	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000 PER CLAIM DEDUCTIBLE \$50,000

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

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate for Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED TEDSI Infrastructure Group, Inc. 1201 E. Interstate Highway 2 Mission TX 78572	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

GENERAL LIABILITY:

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The General Liability policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

HIRED & NON-OWNED AUTOMOBILE:

The Hired & Non-Owned Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

WORKERS COMPENSATION:

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Workers Compensation policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

UMBRELLA:

The Umbrella Liability policy is follow form on the General Liability and Hired & Non-Owned Automobile Liability and Employers' Liability policies.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

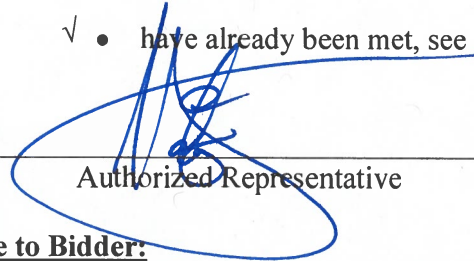
I, Jesus Salinas, authorized representative for TEDSI Infrastructure Group, Inc.,
Company/Vendor

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

02/23/2022

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

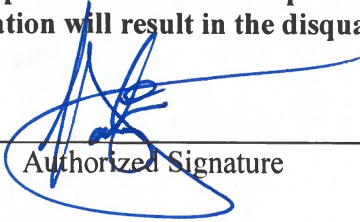
PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: Texas P.E. #73543, #54845, #87890, #61108, #96608, #94970, #107595, #92969, #86360
#64514, #107781
2. Bonds: N/A
3. Certificates: State of Texas, GSC-HUB and State of Texas DBE
4. Permits: N/A
5. Other: Debartment, Legal Firm Name, Insurance

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

02/23/2022

Date

TEDSI Infrastructure Group, Inc.

Company

1201 E. Interstate Highway 2

Address

Mission, Texas 78572

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Jesus Salinas - TEDSI Infrastructure Group, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

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?

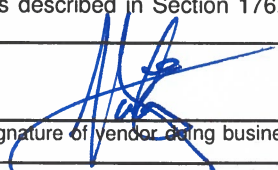
☐ Yes

☐ 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.

N/A

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  , Jesus Salinas
Signature of vendor doing business with the governmental entity

02/23/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TEDSI Infrastructure Group, Inc.
MISSION, TX United States

Certificate Number:
2022-848676

Date Filed:
02/09/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

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 No. 2021-0786-02-23-HGO
Pool of Professional Engineers

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salinas, Jesus	Mission, TX United States	X	
	Lupher, Mark W.	Houston, TX United States	X	
	Morris, Jr., Jules M.	Houston, TX United States	X	
	Stong,, Craig, F.	Mission , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jesus Salinas, and my date of birth is 12/24/1957.

My address is 2111 Scout Lane, Mission, TX, 78572, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 9 day of Feb., 20 22.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

From: [Google Forms](#)
To: [Claudia Garza](#)
Subject: Vendor Registration Form
Date: Wednesday, February 2, 2022 10:55:03 AM



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 *

cgarza@tedsi.com

Vendor Name *

TEDSI Infrastructure Group, Inc.

Doing Business As (DBA) *

TEDSI Infrastructure Group, Inc.

Type of Business *

- ☐ Individual/Sole Proprietor
- ☒ C Corporation (IRS Determination Letter Required)
- ☐ S Corporation (IRS Determination Letter Required)
- ☐ Partnership
- ☐ Trust/Estate
- ☐ 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) *

17601280146

Legal Name *

TEDSI Infrastructure Group, Inc.

Mailing Address (2812 S. Business Hwy 281) *

1201 E. Interstate Highway 2

Physical Address (2812 S. Business Hwy 281) *

1201 E. Interstate Highway 2

City, State Zip (Edinburg, TX 78539) *

Mission, Texas 78572

Remit to Address (2812 S. Business Hwy 281 Edinburg, TX 78539) *

738 Highway 6 South, Suite 430 Houston, Texas 77079

Representative Name & Title (Amber Garcia - Owner) *

Jesus Salinas, CEO/President

Primary Phone ex: 956-111-2233 *

956-424-7898

Fax No. ex: 956-111-2233

956-424-7022

Commodity Category <https://comptroller.texas.gov/purchasing/nigp/> *

Engineering Services ▼

Commodity Category 2

Construction Services ▼

Commodity Category 3



COOPs



W9 Upload <https://www.irs.gov/pub/irs-pdf/fw9.pdf> *

Submitted files

☐ 04 W-9_TEDSI - Claudia Garza.pdf

Form 1295

Submitted files

☐ 03 Form 1295_TEDSI - Claudia Garza.pdf

IRS Determination Letter

No files submitted

Proof of Insurance

Submitted files

☐ TEDSI COI - Claudia Garza.pdf

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[Report Abuse](#)

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 TxDOT _____

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?: 0 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: N/A

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: N/A

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: N/A

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: _____



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760128014600
File/Vendor Number:	008006
Approval Date:	22-MAY-2020
Scheduled Expiration Date:	22-MAY-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
TEDSI INFRASTRUCTURE GROUP, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-MAY-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

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. TEDSI Infrastructure Group, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1201 E. Interstate Highway 2	Requester's name and address (optional)
6 City, state, and ZIP code Mission, Texas 78572	
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.

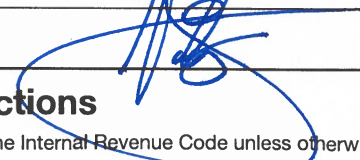
Social security number										
			-				-			
or										
Employer identification number										
7	6		-	0	1	2	8	0	1	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 02/23/2022
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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: Jesus Salinas

Title: CEO/President

Telephone Number: (956) 424-7898

Date: 02/23/2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

An official website of the United States government [Here's how you know](#)



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

< SAM.gov Status Tracker

The entire registration process will take up to 10 business days to complete. The Federal Service Desk cannot provide further information about your registration unless at least 10 business days have passed since you submitted your registration.

Check Entity Registration Status

The SAM.gov Status Tracker returns the registration status for publicly-searchable registration records. If you are a federal government user, please sign into SAM.gov and use the Search link in the main navigation menu to view registrations or data that are not publicly available.



If you are not a federal government user, you must have a role with an entity to check its registration status.

DUNS Unique Entity ID

EFT Identifier

Or, check registration status by typing in the CAGE Code.

CAGE Code

[Reset](#)[Search](#)

Entity Information

Status **Active**

Your registration was activated on 2021-04-21. It expires on 2022-03-25 which is one year after you submitted it for processing.

Company Name **Tedsy Infrastructure Group, Inc.**

DUNS Unique Entity ID **158771469**



Core Data
Completed



Assertions
Completed



**Reps &
Certs**
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed



Feedback

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[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

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[USASpending.gov](#)

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Customer Service

2 C.F.R. § 200.327 & 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 Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

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

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

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

2. Termination for Cause and Convenience.

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement.** *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

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

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

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. **Key Definitions:**
 - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
- d. **Statement:** Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

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

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

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

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as 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)).

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 agency.

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. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- 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.

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. See 2 C.F.R. Part 200, Appendix II, ¶ E.

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

c. Statement.

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

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

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

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

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

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

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

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

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City 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, TEDSI Infrastructure Group, Inc. 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.

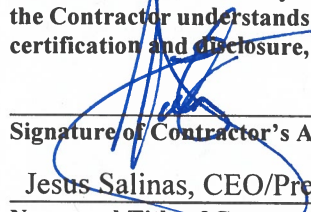
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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, TEDSI Infrastructure Group, Inc., 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

Jesus Salinas, CEO/President

Name and Title of Contractor's Authorized Official

02/23/2022

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. § 200.323; *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>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

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.

1. Changes

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. **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 City of Concord, 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.”

3. **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.”

4. **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 with all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

5. **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."

6. **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."

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

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: TEDSI Infrastructure Group, Inc.

Printed Name and Title of Authorized Representative: Jesus Salinas, CEO/President

Signature of Authorized Representative: _____

Date: 02/23/2022

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 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 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.

**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: Jesus Salinas

Title: CEO/President

Telephone Number: (956) 424-7898

Date: 02/23/2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

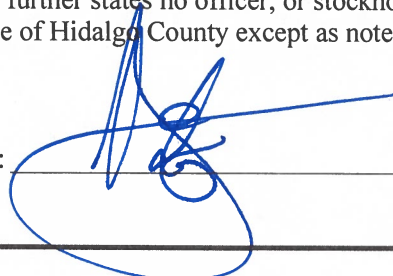
**EXHIBIT J
PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND
ANTI-LOBBYING**

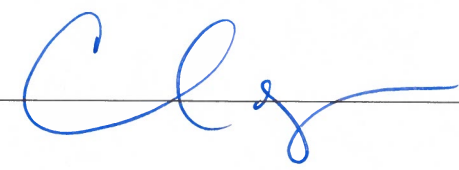
STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Jesus Salinas, being first duly sworn, deposes that:

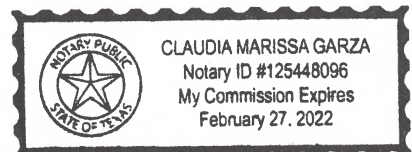
- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential 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: , CEO/President

Subscribed and sworn to before me this 22 day of February, 2022.


Notary Public

My commission expires: February 27, 2022



SECTION II. VENDOR INFORMATION

VENDOR HISTORY

TEDSI Infrastructure Group, Inc. (TEDSI), founded in 1984, is registered with the Texas Board of Professional Engineers (F-1640) to perform engineering services in the State of Texas. **TEDSI** is also HUB and DBE Certified. Refer to **Appendix** for copies of **TEDSI**'s State of Texas Board of Professional Engineers Registration and DBE & HUB Certificates.

TEDSI has been providing engineering services in the State of Texas for over 35+ years. **TEDSI** has successfully completed projects for Hidalgo County, Hidalgo County Drainage District No. 1 (HCDD No. 1), Texas Department of Transportation (TXDOT), Cities and Local Agencies for over 35+ years.

TEDSI Specializes in the following Engineering Services:

ADVANCED PROJECT DEVELOPMENT	ROADWAY & PS&E	TRAFFIC STUDIES	TRAFFIC PS&E	WATER RESOURCES
Route Studies	Roadway Design	Traffic Impact Analysis	Intelligent Transportation Systems	Storm Water Pollution
Schematics	Bridge Design	Traffic Projections	ITS Integration	Wastewater Lines
Hydrologic & Hydraulic Studies	Storm Sewer System	Level of Service Analysis	Toll Infrastructure Design	Sanitary Sewer Design
Preliminary Bridge Layouts	Culvert Crossings/Outfall Design	Lighting Contour Studies	Traffic Control Plan	Waterline Improvements
Preliminary Utility Coordination	Subsurface Utility Engineering	Traffic Signal/Warrants	Illumination	Effluent Line Improvements
Preliminary Engineering Report	Utility Coordination Management	Intersection Control Evaluation	Signal Design	Water Reclamation
Mobility Planning	Detentions Facility Design	Speed Zone Studies	Signing	
Grant Application/Coordination	Drainage Ditch Design	Traffic Analysis for Highway Design	Pavement Markings	
Public Involvement	Bicycle and Pedestrian Facility Design	Ramps Capacity Analysis	Traffic Control	
	Construction Management/Inspection	Freeway Weaving Analysis		
		Traffic Signal Phasing & Timings Development		

TEDSI has offices located in:

MISSION

1201 E. Interstate Highway 2,
Mission TX 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

HOUSTON

738 Highway 6 South Ste 430
Houston TX 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

TEDSI's staff has completed numerous Federal, State and Local funding projects for Counties, Cities, TXDOT and Tolling Agencies over the past 35+ years. **TEDSI**'s Mission Office has over 25+ years of professional services to Hidalgo County, Local Cities and TXDOT.

TEDSI's professional staff has extensive working experience with Counties such as Hidalgo, Cameron, Bexar, Fort Bend, Harris, and Webb Counties.

TEDSI's professional staff also has extensive experience working with TXDOT in the Pharr, Laredo, San Antonio, Beaumont, Dallas, Tyler, Fort Worth, Waco, Austin, Houston, and El Paso Districts.

TEDSI's professional staff has experience working with Cities such as Alamo, Brownsville, Edinburg, Harlingen, Houston, Laredo, Los Fresnos, McAllen, Mission, Palm Valley, Reynosa, Rio Grande City, San Antonio, San Benito, San Juan and Weslaco.

TEDSI's professional staff has also worked with Tolling agencies such as Hidalgo County Regional Mobility Authority (HCRMA), Cameron County Regional Mobility Authority (CCRMA), Central Texas Regional Mobility Authority (CTRMA), Camino Real Regional Mobility Authority (CRRMA), Harris County Toll Road Authority (HCTRA), North Texas Tollway Authority (NTTA), Fort Bend County Toll Road Authority (FBCTRA) and the Fort Bend County Grand Parkway Toll Road Authority (FBGPTRA).

PERSONNEL AND STAFFING

TEDSI's staff consists of 26 full time employees, including 10 Professional Engineers (P.E.) of which 2 are Professional Traffic Operations Engineer (PTOE), 2 are Certified Floodplain Managers (CFM) and 2 Registered Public Land Surveyor (RPLS).

Staffing requirements for a general engineering services contract can be vastly different from that of a defined project, depending on the magnitude and detailed work scope. As previously mentioned, **TEDSI's** staff has work order contract experience with Hidalgo County, HCDD No. 1 and TXDOT and therefore understands the real reason for their utilization by Hidalgo County; that is, the consultant's function as an effective extension of the County. This type of contract, above all else, requires **response**. As on all previous work order contracts, which we have served the County and other agencies, we will posture our team to 1) expedite the scoping of a work order, 2) negotiate the budget, and 3) immediately **go to work**. Anything less than that very commitment renders the distinct probability of a consultant spending more time and resources to complete a project than it would take the County to do the very same work in-house - a complete contradiction to the purpose of this contract. We have demonstrated our staff's qualifications and necessary expertise for these types of projects.

We have the utmost confidence that the **TEDSI's** staff team will fulfill your needs to your complete satisfaction, on time and within budget. The designated project manager, Mr. Ponciano N. Longoria, P.E., CFM as well as the entire key staff and the support pool of employees, are ready to meet the opportunities granted by the County under this contract. The **TEDSI** team members have proven track records and have demonstrated their on-time performances on similar projects with Hidalgo County, HCDD No. 1 and TXDOT and other governmental agencies.

A truly important element and focal point of this proposal is the designation of the project manager. The project manager will direct, manage, oversee, and participate in the day-to-day activities of the project. Such activities include coordination meetings, progress reporting, work progress, scheduling, and budget management. For the purposes of this contract, we have selected **Mr. Ponciano N. Longoria, P.E., CFM** to serve as Project Manager. Mr. Longoria has committed **85% - 100%** of his time to the technical development of projects awarded under this contract.

He will work closely with the County as well as the proposed project team members. Mr. Longoria has over 22 years' experience in the areas of major and minor roadway design, construction, project management, hydrologic/hydraulic design, PS&E preparation, utility coordination and schematic development.

He brings considerable experience in the preliminary design phase areas of major and minor roadway design, construction, project management, hydrologic and hydraulic design, PS&E preparation, utility coordination, geotechnical investigations, structural design, land development and coordination with TXDOT, International Boundary and Water Commission (IBWC) and other local agencies.

He has developed many projects from the initial feasibility analysis phase through construction. He has a thorough working knowledge of schematic development, hydrologic and hydraulic studies, and the application of design data necessary to obtain approval of preliminary phase designs. He has led many major and minor roadway design projects through the PS&E development phase to final letting and ultimately construction.

See below for Mr. Longoria sample project involvements:

US Highway 77 - Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) along with the outfalls for US 77 overpasses from south of Spur 413 to Business 77.

FM 494 (Shary Road)- Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for Shary Road from US Expressway 83 to FM 1016. Analyzed, designed and preformed Scour Analyses for two major crossings (outfalls).

SH 107 (University Drive) – Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for University Drive from 10th Avenue to West of FM 3362 (Jackson Road).

Joe Ochoa Drive – Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, signage, pavement markings and construction management for Joe Ochoa Drive from University Drive from University Drive to Fay Street.

Northwest Drainage Project – Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, and construction management for Northwest Drainage Project in Harlingen, TX.

Faysville Drain Drainage Project – Responsible for the development of the plans, specifications and estimates, utility coordination, hydrology (HEC-HMS) and hydraulics (HEC-RAS 2D unsteady modeling) and construction management for the Faysville Drain Drainage Project.

J-08 Drainage Project – Responsible for the development of the plans, specifications and estimates, utility coordination, hydrology (HEC-HMS) and hydraulics (HEC-RAS 2D unsteady modeling) and construction management for the Faysville Drain Drainage Project.

KEY PERSONNEL**• Eric R. Dietrich, P.E., PTOE****Route and Design Studies and Traffic and Transportation Studies**

Mr. Dietrich has over 22 years of comprehensive experience in the traffic and transportation field. Project experience includes Traffic Engineering Studies as well as PS&E for various projects such as signing design, pavement marking design, traffic signal design, traffic control design, illumination design, roadway design and drainage design/analysis for freeway and arterial facilities.

• Craig F. Stong, P.E.**Roadway and Bridge Design, Utility Coordination, and Traffic Control Plan**

Mr. Stong has over 40 years of comprehensive experience in the transportation field. Mr. Stong has completed numerous projects including complex PS&E freeway design, bridge design and construction management. All of Mr. Stong's previous TXDOT projects were completed in accordance with applicable federal and state design guidelines.

• Mark W. Lupher, P.E., RPLS**ROW Maps and Surveying and QA/QC Management**

Mr. Lupher has over 40 years of experience in roadway and infrastructure design and traffic control signal systems. Mr. Lupher has provided route studies, schematic design, and PS&E for various projects such as roadways, water distribution systems, storm water and wastewater collection systems.

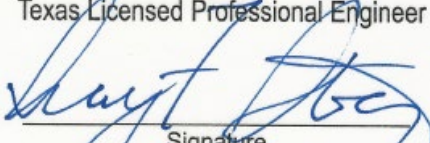
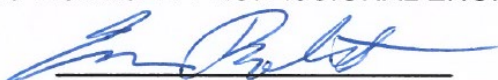
• Jose A. Sanchez, P.E.**Signing, Markings & Signalization, Illumination Designs/Studies and Toll Infrastructure Design**

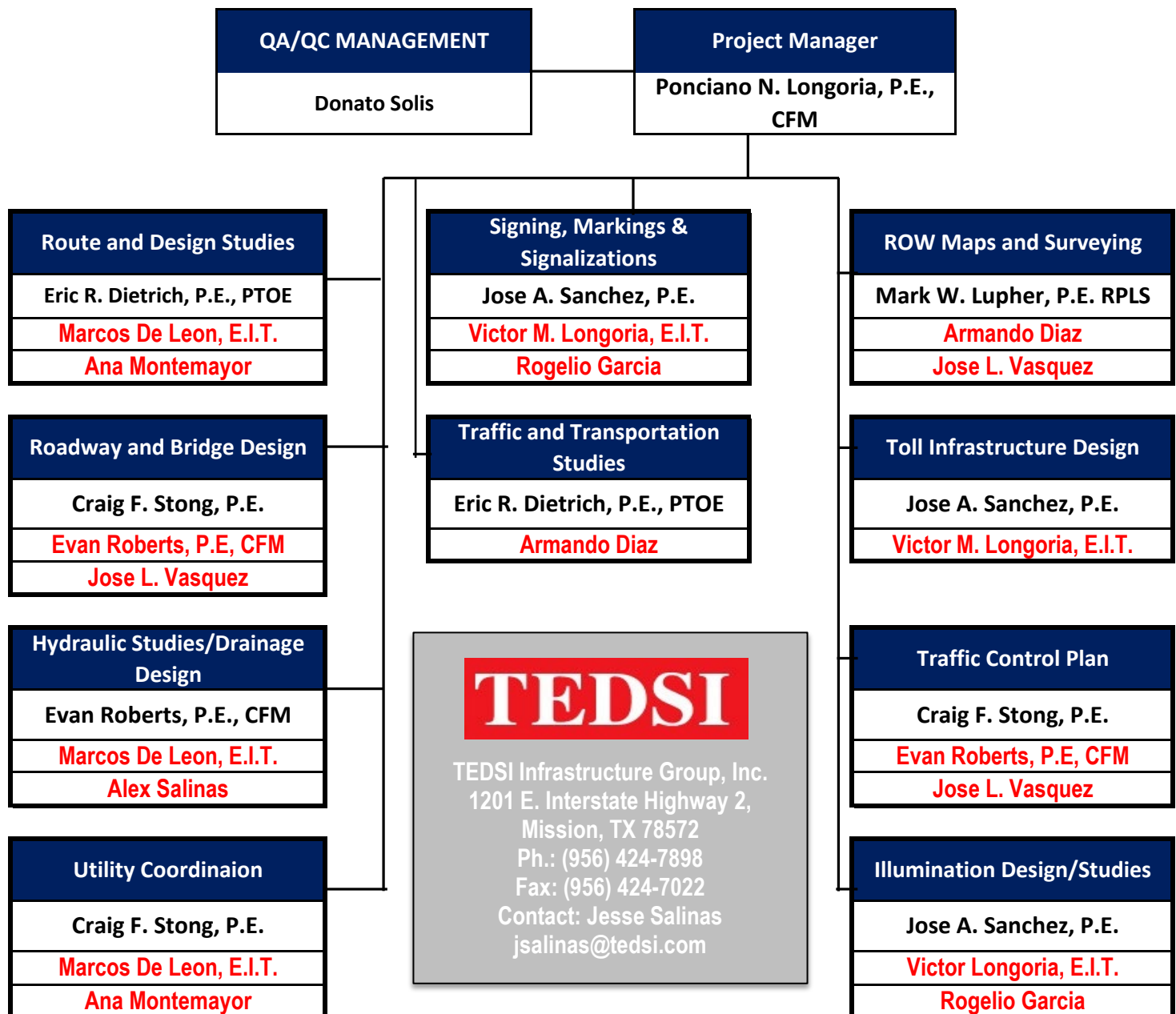
Mr. Sanchez has 27 years of experience in traffic and transportation engineering. His past experience includes conducting existing traffic volume collection efforts, performing traffic projections, conducting highway and intersection capacity analysis, freeway weaving and ramp analysis, traffic signal design, development of signal timing plans, traffic signal coordination for optimum vehicular progression on arterials, preparation of traffic study reports, development of speed zone strip maps, Access Management and Traffic Impact studies, ITS planning and design, signing and pavement markings design and minor roadway design.

• Evan M. Roberts, P.E., CFM**Hydraulic Studies/Drainage Design**

Mr. Roberts is a skilled and organized transportation engineer with over 25 years of experience working for the Texas Department of Transportation (TxDOT). He also has 13 years of supervisor experience with TxDOT guiding the Pharr District Design and Design Support Sections.

For specific project involvements, refer to **Appendix** for Resumes

PROOF OF LICENCE AND CERTIFICATONS**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **92969**
Status: **ACTIVE**
Expires: **9/30/2022****PONCIANO NOEL LONGORIA III**
Texas Licensed Professional Engineer
Signature**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **87890**
Status: **ACTIVE**
Expires: **12/31/2022****JOSE ANTONIO SANCHEZ**
Texas Licensed Professional Engineer
Signature**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **54845**
Status: **ACTIVE**
Expires: **9/30/2022****CRAIG FELTS STONG**
Texas Licensed Professional Engineer
Signature**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **94970**
Status: **ACTIVE**
Expires: **9/30/2022****ERIC RODOLFO DIETRICH**
Texas Licensed Professional Engineer
Signature**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **86360**
Status: **ACTIVE**
Expires: **12/31/2022****EVAN MEREDITH ROBERTS****TEXAS LICENSED PROFESSIONAL ENGINEER**
Signature**PE+LS**Texas Board of Professional
Engineers and Land SurveyorsNumber: **64514**
Status: **ACTIVE**
Expires: **3/31/2022****MARK WILLIAM LUPHER**
Texas Licensed Professional Engineer
Signature

ORGANIZATIONAL CHART - TEAM MEMBERS**HIDALGO COUNTY**
ORGANIZATIONAL CHART
RFQ - PROFESSIONAL ENGINEERING SERVICES POOL


SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS**COMPETENCY**

Our purpose is to provide professional consulting services with passion and integrity, to help build a better world for our employees, their families, our clients, and the communities we serve. We pride ourselves in the ability to provide personalized quality-assured service and timely responses to our clients' needs. Our track record has demonstrated our performance and earned us a distinguished reputation in the field of transportation and traffic engineering

TEDSI sets a high priority to preparing plans that allow for competitive bidding by the Construction Industry. Plans that are clear and provide details to identify work to be completed reduce the contractor's uncertainty and therefore ability to provide a competitive bid at competitive cost. Recent examples of projects whose bids came in lower than Engineer's Estimate are:

- Mile 2W Rd, 15% under budget
- Edinburg Safe Routes to School Phase I, 15% under budget
- Edinburg Safe Routes to School Phase II, 32% under budget
- Babcock Rd Phase V, 5% under budget
- IH-35 at Pat Booker Rd, 8% under budget
- Hunt Lane, 20% under budget

All of these projects have been completed on schedule and within the Owners Budgeted amount.

ABILITY TO MEET DEADLINES AND SCHEDULES

This type of contract, above all else, requires response and close coordination with Hidalgo County. As on all previous contracts which we have performed, **TEDSI** will posture our team to:

- Expedite the scoping of a work order, fee proposal and resource allocation work plan
- Negotiate the budget
- Execute Prime and Sub Agreements
- Commence work upon issuance of a Notice to Proceed

The **TEDSI** team has demonstrated our staff's qualifications and necessary expertise for these types of projects through our previously completed work. The Team has the utmost confidence to fulfill your needs to complete all projects on time and within budget. The designated Project Manager, Mr. Ponciano N. Longoria, P.E., CFM has availability to commit the necessary time to complete the project(s). Mr. Longoria as well as the entire Key/Support Personnel are ready to meet the opportunities granted by the County under this contract. We have proven track records and have demonstrated their on-time performances on similar projects with Cities, Counties, State, and other governmental agencies. We commit to you our pledge of total quality and superior performance within time and budget constraints.

RECENT PROJECTS

See below for list of representative projects:

- **SH-365 Segment 3 at US-281 Military Highway, HCRMA**

Project Personnel: Mr. Craig F. Stong, P.E.

TEDSI Staff member Craig Stong was responsible for Route and Design Studies for SH 365 Segment 3 at US 281 Military Highway. Tasks included development of 4 options for preliminary route alternative analysis and preliminary construction cost estimates. Additionally, stakeholder and public meetings were held to allow input from the stakeholders and the public. Four alternatives were selected and presented for Public Involvement. Subsequent to the public outreach meetings, input from the stakeholders and public was evaluated and included in the overall analysis. Based on these evaluations, Alternative 1 – US 281 over San Juan Rd/SH 365 was selected as the preferred alternative.



- **J-09 Lateral Drain Ditch, Hidalgo County Drainage District No. 1**

Project Personnel: Jose A. Sanchez, P.E.

TEDSI Staff member Jose A. Sanchez was responsible for PS&E associated with approximately 7.1 miles of new drainage ditch construction. Project is currently under construction. Project tasks included drainage studies, drainage design, culvert design at roadway crossings and coordination with various entities.

- **Mile 2W Rd – US 83 to Mile 12N Rd, Hidalgo County Pct 1**

Project Personnel: Craig F. Stong, P.E.

TEDSI Staff member Craig F. Stong directed the design for construction of the 5-mile section of Mile 2W Rd. Project called for widening and reconstruction of Mile 2W Rd in Mercedes TX. Tasks included: field inventory; site review; traffic control; drainage design; plan and profile layouts; intersection layouts; typical sections; SW3P; utility coordination; flashing beacons; signing and pavement markings. Design included standards, estimates, project schedule and specifications.



- **Dicker Rd Improvements, City of Hidalgo/Hidalgo County Precinct No. 2**

Project Personnel: Craig F. Stong, P.E.

TEDSI Staff member Craig F. Stong Project involved the preparation of complete PS&E. This project consists of reconstruction and widening of an existing Urban Off-System Minor Arterial from 2 lanes road to 5 lanes road (with 14' left turn lane) in a length of 2.53 miles. The project involved Hydrologic & Hydraulic computations, Plan and Profile, Utility and Drainage Plans, Traffic Control Plans, Traffic Signals, Signing & Pavement Markings, Traffic Control Plans, storm water pollution prevention plans (SW3P), Preparation of Final Estimates and Quantities, 2 Bridge Widening design, plus the selection of applicable standards and specifications for this project. Client: Hidalgo County Precinct No 2/TxDOT.

• Owassa Rd – FM 3362 to IH 69C/US 281, Pharr TX, City of Pharr

Project Personnel: Craig F. Stong, P.E.

TEDSI Staff member Craig F. Stong responsible of reconstruction and widening of an existing Urban Off-System Collector Street from 2 lanes road to 4 lanes road (with 12' continuous left turn lane) in a length of 2.22 miles, water lane improvements, and sanitary sewer adjustments due to the construction, from Jackson Rd to US 281.

Scope of Engineering Service included: route studies; field survey, R.O.W Survey and acquisition process, Utility Coordination, schematic development; PS&E development, Hydrologic & Hydraulic computations, Plan and Profile, Utility and Drainage Plans, Traffic Control Plans, Traffic Signals, Signing & Pavement Markings, Traffic Control Plans, Erosion Control plans (SW3P), Preparation of Final Estimates and Quantities coordination with TxDOT, Cities, County, HCDD No. 1, Irrigation Districts and Utility Companies and Preliminary Cost Estimates and determination of required additional ROW.

**• Westgate Dr - US 83 to Business 83, City of Weslaco**

Project Personnel: Jose A. Sanchez, P.E.

TEDSI Staff member Jose A. Sanchez directed Project involved the development of PS&E. Project included development of PS&E daily visits to inspect construction, daily inspection reports, onsite technical support, on-site inspection of materials, change order, testing results approval, daily review of Traffic Control Plans and storm water pollution prevention plan compliance. Quality assurance/quality control on a day-to-day basis was crucial to the successful completion of this project on a timely basis. Project was completed on time and within budget.

• 23rd St Water Main Extension, City of McAllen

Project Personnel: Jose A. Sanchez, P.E.

TEDSI Staff member Jose A. Sanchez, P.E. directed the development of PS&E for a new 16" water main on the east side of 23rd St from FM 1016 (Military Hwy) to Dicker Rd and a 12" water line on the north side of Dicker Rd from 23rd St to McColl Rd. Responsible for coordination and permitting of proposed work with IBWC and Hidalgo County Irrigation District No. 2.

• Border Ave, City of Weslaco/Hidalgo County Precinct 1

Project Personnel: Craig F. Stong, P.E.

TEDSI Staff member Craig F. Stong, directed the development of the completion of 1 mile of PS&E. This project consisted of reconstruction and widening of an existing 2 lanes road to 3 lanes road (with 12' continuous left turn lane). The project involved the development of estimate and quantity sheets, Utility Coordination Management, the selection of applicable standards and specifications for this project plus Bid Manual Package.

- **Mile 6 West Road Improvements, City of Weslaco, Hidalgo County Pct No. 1, Texas**

Project Personnel: Craig F. Stong, P.E.

TEDSI Staff member Craig F. Stong, P.E. was responsible for the preparation of complete PS&E for the above captioned project. This project consists of reconstruction and widening of an existing Urban Off-System Major Collector Road (Suburban Roadway) from 2 lanes road to 5 lanes road (with 14' left turn lane) in a length of 7.50 miles. The project involved the development of estimate and quantity sheets, Utility Coordination, plus the selection of applicable standards and specifications for this project.

- **HCRMA ITS & TOLL, Hidalgo County, TX, Hidalgo County Regional Mobility Authority**

Project Personnel: Jose A. Sanchez, P.E.

TEDSI Staff member Jose A. Sanchez is currently the project manager for the development of an ITS and tolling schematic along approximately 13 miles of SH 365, the Border Safety Inspection Facility (BSIF) connector and a segment of US 281. Tasks include concept of operations, business rules, procurement documents, conceptual architectural rendering, and schematic design.

Schematic design will entail establishing location of the conduits for the fiber optic deployment, SH 365 mainlanes gantries locations, ramp gantries location, location of CCTV cameras, location of Dynamic Messages Signs (DMS) and location of origin-destination (O-D) and average speed equipment. Additionally, the schematic will include a conceptual design of the toll gantries' maintenance /access pads, conceptual elevations of the mainlanes and ramps toll gantries, ground box details, trench conduit details, bridge conduit details and fiber optic details. Mr. Sanchez will also develop an illumination contour lighting for approaches to the tolling area and will design toll large signs.

Once the schematic is approved, Mr. Sanchez will continue with the development of a complete set of plans, specifications, and estimate (PS&E) for the ITS and tolling system. As part of the PS&E development, Mr. Sanchez will coordinate with electric and communication companies for final selection of ITS and tolling equipment locations. Mr. Sanchez will also prepare fiber optic network details such as system layouts for ITS and tolling, equipment cabinet diagrams and fiber optic splice charts and select applicable standards, generate general notes, specifications, and construction cost estimates for the project.

Northwest Drainage Project, City of Harlingen

Project Personnel: Ponciano N. Longoria, P.E., CFM

TEDSI Staff member Ponciano N. Longoria was responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, and construction management for Northwest Drainage Project in Harlingen, TX.

Experience Working with Multiple Entities

Some projects require coordination with multiple entities. **TEDSI** has experience coordinating with the following entities:

- **Counties** -Hidalgo, Cameron, Fort Bend, Harris, Bexar, and Webb Counties.
- **TXDOT** - Pharr, Laredo, San Antonio, Beaumont, Dallas, Tyler, Fort Worth, Waco, Austin, Houston, and El Paso Districts.
- **Cities** - Alamo, Brownsville, Edinburg, Harlingen, Houston, Laredo, Los Fresnos, Mission, Palm Valley, Reynosa, San Antonio, San Benito, San Juan, Weslaco, and Rio Grande City.
- **Tolling agencies** - HCRMA, CCRMA, CTRMA, CRRMA, HCTRA, NTTA, FBCTRA and the FBGPTRA.

See below for sample projects with multiple entity coordination:

- **Edinburg Safe Routes to School Project Phase I and II**
Coordination with City of Edinburg, City of McAllen, Edinburg CISD, Hidalgo County Pct. 4 and TXDOT
- **HCRMA SH 365 Segment 3**
Coordination with HCRMA, City of Pharr, Hidalgo County Pct. 2 and TXDOT
- **Edinburg Wastewater Treatment Plant Outfall**
Coordination with City of Edinburg, Hidalgo County Pct. 4, HCDD No. 1 and TXDOT
- **23rd St Water Main Extension**
Coordination with City of McAllen, City of Hidalgo, Hidalgo County Pct. 2, Hidalgo County Irrigation District No. 2 and TXDOT.

KNOWLEDGE OF FEDERAL/STATE/LOCAL REGULATIONS AND POLICIES AND EXPERIENCE OF WORKING WITH MULTIPLE ENTITIES.**Federal/State/Local Regulations and Policies**

All of the **TEDSI** team members are familiar with the rules, policies, and procedures necessary to develop a PS&E according to FEMA, TXDOT and Hidalgo County requirements. The necessary design manuals, standards and software packages needed to complete a PS&E are as follows:

Environmental

- FHWA Environmental Policy Guidebook
- National Environmental Protection Act (NEPA)
- Environmental Division Environmental Manual – TXDOT

- Division of Highway Design Operations and Procedures Manual Part IIB ~- Environmental and Public Involvement Procedures during Project - Specific Planning and Development - TXDOT
- Noise Guidelines – TXDOT
- Air Quality Guidelines – TXDOT
- National Historical Preservation Act
- Clean Water Act with Amendments
- Texas Commission on Environmental Quality (TCEQ)
- Texas Commission on Water Quality (General Permit TXR040000)
- National Pollutant Discharge Elimination System (NPDES)
- Texas Pollutant Discharge Elimination System (TXPDES)

Roadway

- 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges - TXDOT
- Special Provisions and Special Specifications – TXDOT
- PS&E Preparation Manual – TXDOT
- Texas Manual on Uniform Traffic Control Devices (2011 Edition)- Revision 2
- Division of Highway Design Operations and Procedures Manual - TXDOT
- Roadway Design Manual – TXDOT
- AASHTO – A Policy on Geometric Design of Highways and Streets (Green Book)
- Utility Manual – TXDOT
- Division of Right of Way, ROW Manual - Book I & II – TXDOT

Hydraulics

- HEC-RAS and HY-8
- HEC-GeoRAS and HEC-HMS
- HEC-RAS Bridge Scour Analysis and Sediment Transport Analysis
- GeoPak Drainage and THYSYS
- Bridge Scour Analysis – Texas Secondary Evaluation for Scour and FHWA Primary Evaluation Methods
- FEMA – Flood Insurance Rate Maps
- Haestad Methods. Flowmaster and culvert master

Bridge

- Division of Bridges and Structures Hydraulic Manual - TXDOT
- Division of Bridges and Structures Operation and Planning Manual – TXDOT
- Division of Bridges and Structures Design Examples – TXDOT
- Division of Bridges and Structures Bridge Design Guide - TXDOT
- Division of Bridges and Structures Foundation Exploration and Design Manual ~TXDOT
- Division of Highway Design Operations and Procedures Manual Part IIB ~- Environmental and Public Involvement Procedures during Project - Specific Planning and Development - TXDOT
- AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 6th Edition
- Manual for Condition Evaluation of Bridges – AASHTO
- American Railway Engineering Association Manual for Railway Engineering

Traffic

- Traffic Operations Division – Traffic Engineering Procedure Manual – TXDOT
- 2010 Highway Capacity Manual

- Traffic Data and Analysis Manual - TXDOT
- Transportation Planning Manual – TXDOT
- Highway Illumination Manual – TXDOT
- Highway Capacity Software
- PASSER II, PASSER III and PASSER IV
- Synchro and SimTraffic
- VISSIM

INFORMATION TO BE GATHERED, OBTAINED AND PROPOSED APPROACH TO COMPLETION OF SCOPE

Information to be Gathered/Obtained

- Plans used to construct existing facility
- As built plans/Record drawings
- Field reconnaissance of existing utilities for utility coordination.
- Field verifications of surveyed elements such as inlets, manholes, culverts.
- Field inventory of traffic elements such as signals, signs, striping.
- GIS aerial photographs

Proposed Approach to Complete Scope

Upon selection, **TEDSI**'s priority is to develop and negotiate the project scope along with a project schedule for review and approval by Hidalgo County. **TEDSI** will implement a project specific QA/QC plan that will ensure that the work stays within the scope of the project, on schedule and meets the County's requirements.

REFERENCES

Appendix "M" – Reference Form (Attached)

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: City of Pharr
Type of Organization: Government
Address: 118 S. Cage Blvd. Pharr, Texas 78577

Contact Person: Ms. Maria Rangel Title: Engineer-in-Training
Telephone: (956) 402-4221 E-Mail: maria.rangel@pharr-tx.gov

Project Information:

Name of Project: Owassa Road Street and Drainage Improvements

Scope of Work: Preparation of the plans, specifications, and estimate including General Management, and Coordination, Route, Drainage and Design Studies, survey, utility coordination, traffic control plans, roadway detail, roadway drainage and off site drainage details, signing and pavement markings, SW3P, and misc. details

Contract Period: From January 2016 to January 2017
Cost: Projected \$ 6.2M Actual \$ 5.2M
Timeframe (include unit measure) Projected 12 months Actual 9 months
Status as of 2/9/2022 (circle one): complete in progress canceled.
Date

Reference Two

Client's Name: City of Harlingen
Type of Organization: Government
Address: 502 E. Tyler Avenue, Harlingen, TX 78550

Contact Person: Ms. Kimberly Salinas Title: Assistant City Engineer
Telephone: (956) 216-216-5283 E-Mail: ksalinas@myharlingen.us

Project Information:

Name of Project: 9th and 13th Drainage Project

Scope of Work: Conduct field survey, preparation of a geotechnical study, preparation of a hydrologic and hydraulic analysis, perform a benefit cost analysis, and develop plans, estimates, and specifications (PS&E)

Contract Period: From 01/29/2019 to 09/30/2019
Cost: Projected \$ 2.7M Actual \$ _____
Timeframe (include unit measure) Projected 5 months Actual _____
Status as of 02/09/2022 (circle one): complete in progress canceled.
Date

Reference Three

Client's Name: Hidalgo County Drainage District #1

Type of Organization: Government

Address: 902 N. Doolittle Rd. Edinburg, Texas 78542

Contact Person: Mr. Raul Sesin, P.E., CFM Title: General Manager

Title: General Manager

Telephone: (956) 292-7080

E-Mail: raul.sesin@hcddl.org

Project Information:

Name of Project: Faysville Drain Outfall

Scope of Work: Project involved the development of plans, specifications, and estimates, utility coordination, hydrology (HEC-HMS) and hydraulics (HEC-RAS 2D unsteady modeling) and construction management

Contract Period: From 2019 to On-going

Cost:	Projected \$	Actual \$
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Timeframe (include unit measure)	Projected	180 days	Actual
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Status as of 02/09/2022 (circle one): complete **in progress** canceled.

Reference Four

Client's Name: City of McAllen

Type of Organization: Government

Address: 311 N. 15th Street, McAllen, Texas 78501

Contact Person:

Title:

Telephone: (956) 681-1150

E-Mail:

Project Information:

Name of Project: Erie Ave. Extension - Ware Road to Benten Road

Scope of Work: New Roadway Extension thru Mcallen Public Park

General management and coordination, utility coordination, roadway design controls, misc. roadway, drainage, signing, pavement markings, permitting, landscaping design, traffic projections, survey, bidding, construction

Contract Period: From 10/04/2014 to 11/30/2015

Cost:	Projected \$ 1.6M	Actual \$ 2.1M at 90% submittal
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Timeframe (include unit measure)	Projected	15 months	Actual	11 months
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Status as of 02/09/2022 (circle one): complete in progress canceled.

SECTION IV: SCOPE OF SERVICES AND NARRATIVE OF PROPOSED SERVICES

This type of contract, above all else, requires response and close coordination with Hidalgo County. As on all previous contracts which we have performed, we will posture our team to:

- Expedite the scoping of a work order, fee proposal and resource allocation work plan
- Negotiate the budget
- Execute Prime and Sub Agreements
- Commence work upon issuance of a Notice to Proceed

We have demonstrated our staff's qualifications and necessary expertise for these types of projects through our previously completed work. We have the utmost confidence that the **TEDSI** Team will fulfill your needs to your complete satisfaction, on time and within budget. The designated **Project Manager, Mr. Ponciano N. Longoria, P.E., CFM** has availability to commit the necessary time to complete the projects according to the county's schedule. He, as well as the entire key staff and the support pool of employees, are ready to meet the opportunities granted by the county under this contract. The **TEDSI** team members have proven track records and have demonstrated their on-time performances on similar projects with Hidalgo County, TxDOT and other governmental agencies. We commit to you our pledge of total quality and superior performance within time and budget constraints.

TEDSI can obtain, maintain, and pay for all licenses, permits and certificates including all professional licenses required by any statute, ordinance, rule, or regulation.

Upon selection, **TEDSI**'s priority is to develop and negotiate the project scope along with a project schedule for review and approval by the county. **TEDSI** will implement a project specific QA/QC plan that will ensure that the work stays within the scope of the project, on schedule and meets the county's requirements.

The steps for completion of projects is a 3-step process:

1. Advanced Project Development
2. Design Engineering Services
3. Construction Services

1. Advanced Project Development (APD):

The following tasks take place during the APD: Route Studies, Schematics, Public Involvement, Design, Environmental Report, Field Survey, Hydrologic/Hydraulic Studies, Preliminary Bridge layouts, Preliminary Utility Coordination, Geotechnical Testing, Pavement Design, Traffic Studies, Traffic Projections, Level of Service Analysis, Preliminary Engineering Report, ROW Strip Map, Title Reports, Metes/Bounds and Appraisals.

Schematic

A schematic will be developed that incorporates the design concept approved by the county in the pre-design meeting. The schematic will depict the proposed plan and profile along with typical sections of the proposed roadway will also be developed in the schematic phase. These cross sections will help the designer to refine the proposed profile of the roadway and identify areas where there are issues tying to the existing ground at the ROW line and, if necessary, where driveway penetrations may be required. Upon approval of the schematic by the County, **TEDSI** will proceed with the production of PS&E.

2. Design Engineering Services:

The following tasks take place during the Design Phase: Roadway design, Bridge design, Storm Sewer Design, Culvert design, Outfall design, Subsurface Utility Engineering, Utility Coordination Management, Traffic Control, Traffic Signals, Roadway Illumination, Signing/Pavement Markings design, Erosion Control plans (SW3P), ROW Acquisition, Title Commitments and Closing Documents.

Pre-Design Meeting

TEDSI will schedule a pre-design meeting with the county where different alternatives and ideas can be presented to and further developed with the county. Based on information obtained from this meeting, **TEDSI** will begin development of a schematic and preliminary estimate.

Data Collection

- Plans used to construct existing facility
- As built plans/Record drawings if available
- Survey Design and field verifications of surveyed elements such as utility lines above & underground, inlets, manholes, culverts, and other relevant structures.
- Coordinate with “DigTess” and make the “One Call” for location marking of existing underground utility lines, Subsurface Utility Engineering (SUE), Quality Level C.
- Subsurface Utility Engineering (SUE) studies if required in order to provide utility locations Quality Level A and B.
- Field inventory of traffic elements such as signals, signs, striping.
- GIS aerial photographs

Roadway Design

Roadway plans will be developed based on the latest TXDOT Roadway Design Manual, Hidalgo County construction standards/specifications and AASHTO - *A Policy on Geometric Design of Highways and Streets*.

Traffic Engineering Design

TEDSI will conduct field inventory of existing signs/pavement makings. We will prepare Signing and Pavement Markings layouts as well as determine a sequence of construction to ensure travelling public safety.

TCP layouts for all phases of construction will be prepared to complete construction of project in the shortest amount of time possible while ensuring safety for all travelling vehicles. We will coordinate with the county to determine areas of high accidents, high volume intersections as well as various peak times or corridor. TCP always must provide access to all roads and all driveways -. A TCP Sequence of Construction as well as Detours will be prepared to re-route traffic to its destination using the various roadways in the Produce Park Industrial Area roadways. Roadways will not be completely closed, and access will be provided to all driveways.

Utility Coordination Management

Utility coordination management and subsequent adjustment of utilities is a critical task in any project. Adjustment of existing utilities within the project ROW (Non-Compensable and/or Compensable) will be necessary to accommodate the proposed roadway section for this project. **TEDSI** will collect utility information, identify utilities that will need to be adjusted and/or relocated, send Final Utility Relocations Letters, and prepare a final utility coordination package for the county. **TEDSI** will assist the county with the utility relocations if required.

Traffic Control Plan (TCP)

During the initial phase of the project development process, **TEDSI** will prepare and submit TCP typical sections to the county for review and approval. Reconstruction roadways may be accomplished by closing one through lane and constructing that portion of the roadway while maintaining access for adjacent properties. Upon completion, the one lane of traffic will be switched to the newly constructed roadway and the remaining portion of the proposed roadway will be constructed. All TCP's for this project will be designed in accordance with the TMUTCD and will be subject to approval by the county. **TEDSI** will determine the best TCP management accordingly to the existing conditions.

Drainage Design

Drainage can be accomplished via roadside ditches and cross pavement flow for rural section and/or by a storm drain sewer system for urban roadways. Due to the constraints placed on the existing ROW it may be necessary to match the existing drainage conditions by conveying the runoff via adjacent side streets. Drainage issues that are important to consider include: ponding width, drainage through proposed parking areas, drainage across the proposed roadway, and adequacy of the existing ditches on side streets where the runoff will be discharging. The impact that runoff will have on the adjacent side streets will be checked. Any deficiencies in the downstream outfall or ditches must be identified in order to avoid flooding issues both downstream of, and within, the project limits. Existing Outfall capacities will be analyzed if required by the Scope of Service.

PS&E Delivery Packages

A standard 30%, 60%, 90% and 100% approach will be taken for project PS&E submittals. This approach will help to keep the county aware of the design progress as well as allow them to comment on the design elements as the project progresses. Submittal of PS&E in this manner will also help the county to budget for the project as each submittal will have a further refined project estimate.

All the **TEDSI** team members are familiar with the rules, policies, and procedures necessary to develop a PS&E according to Hidalgo County, FEMA and TXDOT and requirements.

3. Construction Services:

The following tasks take place during the Construction Phase: Bid documents, Pre-bid conference, Bid Evaluation, Award Recommendation, Contract Documents, Pre-construction meeting, notice to proceed, Construction inspections, Construction Staking, Shop Drawing review, Material Testing, Response to Request for Information, Request for Payment approval, Change Order review, Walk Through, Punch List and Close-out Documents.

SECTION V: LEGAL DOCUMENTS

NOT APPLICABLE

No Standard agreement(s) and/or contracts associated with response.

VI. MISCELLANEOUS

1. TEDSI STATE OF TEXAS LICENSE

2. DBE Certificate

3. TEDSI – TxDOT Precertification

4. RESUMES

- **Jesse Salinas**
- **Ponciano N. Longoria**
- **Eric R. Dietrich**
- **Craig F. Stong**
- **Jose A. Sanchez**
- **Evan M. Roberts**
- **Mark W. Lupher**

**Texas Board of Professional
Engineers and Land Surveyors**

CERTIFICATE OF REGISTRATION

This acknowledges that

TEDSI Infrastructure Group Inc

has fulfilled the requirements of the Texas Board of Professional Engineers
and Land Surveyors to offer and perform engineering services in the state of Texas.

**Registration Number
F-1640**

**Expiration Date
9/30/2022**



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with 49 Code of Federal Regulations Part 26

TEDSI Infrastructure Group, Inc. (VN: 26838)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

July 27, 2016

Date Issued

A blue ink signature of Michael D. Bryant.

Michael D. Bryant
Director
Civil Rights Division

Renewal Status **JANUARY 5, 2022 (ACTIVE)**
Firm Name **TEDSI INFRASTRUCTURE GROUP, INC.**
Mailing Address 1201 E. EXPRESSWAY 83
 MISSION, TX 78572
Firm Phone (956)424-7898

Areas of Certification

1.2.1	Systems Planning
1.3.1	Subarea/Corridor Planning
1.4.1	Land Planning/Engineering
3.2.1	Route Studies & Schematic Design
4.2.1	Roadway Design
4.4.1	Freeway Interchanges
4.5.1	Constructability Review
5.2.1	Bridge Design
6.1.1	Routine Bridge Inspection Team Leader
7.1.1	Traffic Engineering Studies
7.3.1	Traffic Signal Timing
7.4.1	Traffic Control Systems Analysis, Design And Implementation
7.5.1	Intelligent Transportation Systems
8.1.1	Signing, Pavement Marking, And Channelization
8.2.1	Illumination
8.3.1	Signalization
8.4.1	ITS Control Systems Analysis, Design & Implementation
8.6.1	Rail-Highway Design
9.1.1	Bicycle And Pedestrian Facility Development
10.1.1	Hydrologic Studies
10.2.1	Roadway Hydraulic Design
10.3.1	Bridge Hydraulic Design
10.5.1	Bridge Scour Evaluations And Analysis
11.1.1	Roadway Construction Management And Inspection
11.2.1	Bridge Construction Management And Inspection
15.1.1	Right of Way Surveys
15.2.1	Design Survey
15.2.2	Construction Survey
15.3.5	Horizontal and Vertical Control
18.4.1	Utility Engineering

JESSE SALINAS

EDUCATION

University of Houston, Bachelor of Science in Civil Engineering Technology, 1983 Major in Construction Management

PRIOR EXPERIENCE:

- 1979-1984 Asst. Department Head in charge of staff, Harris County Engineering Dept., Houston, TX
- 1984-1998 Co-Founder, Traffic Engineering & Design Systems, Inc.
- 1998-Present Co-Founder/CEO & President, TEDSI Infrastructure Group, Inc.

EXPERIENCE:

CHIEF EXECUTIVE OFFICER / PRESIDENT

As Chief Executive Officer of TEDSI, he oversees all administrative actions consistent with accounting, human resources, hiring and terminating employees, projecting revenues for a yearly timeframe and implementing employee benefits programs. Additionally, he provides corporate direction and overall management of the Corporation. Mr. Salinas is responsible for determining project pursuits, corporate strategy for future pursuit and key hires of professional staff.

Mr. Salinas has over 35+ years of comprehensive experience in design management of traffic and transportation infrastructure projects. He has been directly involved with the design and development of construction plans for roadway geometric design improvements, traffic control systems, signalization, signing & pavement markings, illumination and traffic control plans during construction.

His relevant experience includes project direction, quality control/quality assurance, bid tabulations review and recommendation of contractors and construction management services for TxDOT, Harris County, City of Houston, Metropolitan Transit Authority, City of Edinburg, City of Brownsville, City of McAllen, Cameron County and Hidalgo County. Prior to his commitment to TEDSI, he served in the Harris County Engineering Department for five years.

Currently he oversees all marketing for TEDSI. He has marketed all cities and counties in the lower Rio Grande Valley, Central Texas, West Texas and East Texas marketing when needed. This includes attention to company client's needs and see that they are satisfied with TEDSI's technical performance. He has also led TEDSI's pursuit of State and Federal funding requests and professional conferences with State and Federal Congressional Committee members.



PONCIANO N. LONGORIA, P.E., CFM

Education

B.S. Civil Engineering, Texas A&M University- Kingsville, 1996

Professional Registration

Licensed Professional Engineer, State of Texas No. 92969

Certified Flood Plain Manager, CFM #1554-09N

TxDOT Certification #13335

Professional Affiliations

National Society of Professional Engineers, Member

American Society of Civil Engineers, Member

American Public Works Association, Member

Texas Floodplain Management Association (TFMA)

Experience

Mr. Longoria has over 23 years of experience in the design and construction management of civil engineering projects. Project experience include Hydrologic and Hydraulic studies, Traffic Engineering Studies as well as Plans, Specifications and Estimates (PS&E) for various projects such as traffic signalization, traffic control, signing, pavement markings, roadway design and drainage design/analysis, transportation and construction management services for municipal facilities, Federal Emergency Management Agency (FEMA), Texas Water Development Board (TWDB) and Texas Commission on Environmental Quality (TCEQ), Federal Transit Administration (FTA), and the Texas Department of Transportation (TXDOT) Projects. Specific project involvement includes:

US Expressway 83

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for US 83 from Inspiration Road to Showers Road. Analyzed and designed the Abram Road Outfall from US Expressway 83 to BUS 83 which consisted of ditch widening and upgrading and/or adding new culverts.

US Highway 77

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) along with the outfalls for US 77 overpasses from south of Spur 413 to Business 77.

FM 494 (Shary Road)

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for Shary Road from US Expressway 83 to FM 1016. Analyzed, designed and performed Scour Analyses for two major crossings (outfalls).

FM 396 (Bryan Road)

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for Bryan Road from US Expressway 83 to FM 1016. Analyzed, designed and performed Scour Analyses for one major crossing (outfall).



PONCIANO N. LONGORIA, P.E., CFM

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SH 107 (University Drive)

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for University Drive from 10th Avenue to West of FM 3362 (Jackson Road).

SH 55

Responsible for the development of the plans, specifications and estimates, utility coordination, drainage area map and analysis and design of various bridge class/culvert crossings (hydrology and hydraulics) for SH 55 from US 83 to the Nueces River.

SH 48

Responsible for the development of the plans, specifications and estimates, drainage area map, hydrology, hydraulics, traffic control plans, utility coordination, signage, pavement markings, traffic signals and construction management for SH 48 from Bahia Grande Bridge to 3 miles north of bridge.

Alamo Ranch Parkway (Westwood Loop Overpass)

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics) for Alamo Ranch Parkway from Loop 1604 to north of Westwood Loop.

Joe Ochoa Drive

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, signage, pavement markings and construction management for Joe Ochoa Drive from University Drive from University Drive to Fay Street.

Bar 5 Subdivision

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, signage, pavement markings and construction management for Bar 5 Subdivision (Elizabeth Street, Efrain Street, and Yvonne Street).

Northwest Drainage Project

Responsible for the development of the plans, specifications and estimates, drainage area map and design of storm sewer system (hydrology and hydraulics), traffic control plans, utility coordination, and construction management for Northwest Drainage Project in Harlingen, TX.

Faysville Drain Drainage Project

Responsible for the development of the plans, specifications and estimates, utility coordination, hydrology (HEC-HMS) and hydraulics (HEC-RAS 2D unsteady modeling) and construction management for the Faysville Drain Drainage Project.

ERIC R. DIETRICH, P.E., PTOE

Education

B.S., Civil Engineering, Universidad Nacional de Tucuman Argentina, 1990

Professional Registration

Licensed Professional Engineer, State of Texas No. 94970

Licensed Professional Traffic Operations Engineer No. 1590

Experience

Mr. Dietrich has over 20 years of experience in traffic and transportation engineering. Mr. Dietrich has a thorough working knowledge of the design requirements set forth by the American Association of State Highway Transportation Officials (AASHTO) and the Texas Department of Transportation (TxDOT). This knowledge coupled with his experience in developing civil roadway projects for both the public and private sector have given Mr. Dietrich the ability to successfully bring projects from conception to construction. He is pre-certified by TxDOT in 8 different categories. He has been involved in multiple projects.

Specific Project involvement includes:

Pharr Land Port of Entry – Pharr, Tx.

Mr. Dietrich participated in the preparation of Plans, Specifications and Estimate for the improvement of the Pharr Land Port of Entry. Project consisted in the construction of two additional northbound lanes to accommodate two extra lanes and two extra inspection booths. Project also provided the addition of a second exit road to Border Safety Inspection Facility (BSIF). Project included roadway improvements, signing and pavement markings and Illumination plans. Currently Mr. Dietrich is providing Construction Support Services on this project.

FM 117. Frio County, Texas

Services consist in the preparation of PS&E for the reconstruction of approximately 13 miles of FM 117 in Frio County. TEDSI in charge of preparation of plans, specifications and estimates for intersection layouts, driveways layouts and signing and pavement markings. Mr. Dietrich also provided Constructability Reviews for this project.

LP 1604. WA # 1 Contract No. 15-7SDP5003. San Antonio, Texas.

Services consisted in the preparation of PS&E to provide turnarounds to existing diamond interchanges at Bitters Rd, Huebner Rd and FM 2252 intersections along LP 1604, in Bexar County for San Antonio, TxDOT, District 15.

Plans included preparing roadway and drainage design, diamond traffic signal design for intersection of LP 1604 frontage roads with Bitters Rd, Huebner Rd and FM 2252. Signing and pavement markings design including relocation of an existing bridge overhead sign near the FM 2252 overpass. Project Engineer. \$12 Million Construction Cost.

US 83. Zapata, Texas

Services consist in project management, preliminary engineering including schematic development and alternative analysis, environmental studies and documentation, public involvement, value engineering, surveying and mapping including ROW mapping, utility



engineering and coordination and geotechnical engineering for 22.45 miles of US 83 in Zapata County. Project engineer. \$79 Million Construction Cost.

LP 1604. WA # 6 Contract No. 15-7SDP5003. San Antonio, Texas.

Services consist in the preparation of PSE for a field change that required a ramp reversal for eastbound ramps located along LP 1604 between SH 16 and FM 1560.

Plans included roadway design, drainage design and signing and pavement markings design. Project engineer. \$4 Million Construction Cost.

LP 1604. WA # 10 Contract No. 15-7SDP5003. San Antonio, Texas.

Services consist in the preparation of PSE for the relocation of existing eastbound exit ramp from LP 1604 to SH 16 in Bexar County for San Antonio, TxDOT, District 15. Plans included roadway design, drainage design and signing and pavement markings design. Project Engineer. \$0.5 Million Construction Cost.

US 75. Sherman, Texas

Services consist in the preparation of PS&E for the reconstruction of approximately 4.5 miles of US 75 main lanes, frontage roads and ramps in Grayson County. Mr. Dietrich is in charge of preparation of plans, specifications and estimates for 43 retaining walls. This task involves coordination with the roadway, drainage, geotechnical and traffic control plan teams. Project Manager. \$177 Million Construction Cost.

US 77 Upgrade - Design Build Project – Kingsville to Driscoll, TX

Mr. Dietrich was part of TEDSI's Design Compliance Review Team. Mr. Dietrich was responsible to review Illumination and ITS design elements for the schematic and for the 60%, 95% and 100% set of plans and specifications. Review was based on TxDOT's Technical Provisions Book for the project. Mr. Dietrich also verified compliance with TxDOT's Highway Illumination Manual, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and applicable Cadd Standards.

Review comments, request for information documents and all other communication with GEC were achieved using Sharepoint.

Loop 1604 Western Extension - Design Build Project – San Antonio, TX

Mr. Dietrich was part of TEDSI's Design Compliance Review Team. Mr. Dietrich was responsible to review temporary and permanent Traffic Signals, Illumination as well as early and permanent ITS design elements. Review was based on TxDOT's Technical Provisions Book for the project. Mr. Dietrich also verified compliance with TxDOT'S Highway Illumination Manual, 2011 Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD), 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and applicable Cadd Standards.

Review comments, request for information documents and all other communication with GEC were achieved using Sharepoint.

CRAIG F. STONG, PE

Education

B.S. Civil Engineering, University of Texas at Austin, 1979

Professional Registration

Licensed Professional Engineer, State of Texas No. 54845

Experience

Mr. Stong is responsible for the management of transportation projects in the South Texas region. Throughout his career he has developed, designed and/or managed (including construction) of over \$1 billion of transportation and mobility projects. He brings 35+ years of experience and lessons learned to efficiently manage resources and independently guide the project team in alignment with the goals and objectives of the county. Specific project involvements:

Mile 2W Rd, Hidalgo County from Mile 7.5N Rd to Mile 12N Rd. - Project manager for the development of S&E to convert existing 4.5 mile of two lane roadway on 60 feet of right of way (ROW) to two lane roadway with shoulders on 80 feet of ROW. Work includes the development of drainage improvements, signing and pavement markings and traffic control plan. Contact: Hector Gonzalez, 956-702-6250.

Mile 6W Rd, Hidalgo County from Mile 9N Rd to SH 107 - Project manager for the development of route study, detail schematic, public involvement, environmental documentation and determination of right of way (ROW) to convert existing roadway from a two lane roadway to four lane with continuous left turn lane. Contact: Jesus Noriega, 956-702-6264.

Old Alice Rd - FM 511 to SH-100, Brownsville TX, Cameron County - Project Manager for the advanced planning/schematic development for approximately 3.6 miles of existing roadway. The proposed improvements included the construction of an interim roadway section consisting of two lanes of travel and paved shoulders. The ultimate section will be for a four-lane roadway with a continuous-two-way-left-turn-lane (CTWLTL) and paved shoulders. Project work included development of roadway geometry, hydraulic design, structure sizing, signing and striping.

TXDOT – Pharr District, US 77/83, Brownsville, Texas - Project Manager for schematic design and preparation of PS&E for the reconstruction of 7.4 miles of the existing 4-lane divided US 77/83 Expressway from SH 100 to FM 3248, part of the future IH-69 corridor. This facility will be reconstructed as a 6-lane controlled access facility designed to full Interstate Highway standards with 3-lane one way frontage roads. All structures (bridges, retaining walls, etc.) will need to adhere to a coherent aesthetic theme for the corridor, must be executed on an aggressive schedule.

TXDOT, US 281-Loop 1604 Interchange, San Antonio, Texas - San Antonio District is aggressively advancing the Bexar County Regional Mobility Authority's planned system by taking the lead in the \$200 Million upgrading of the current 3-level interchange at US 281-Loop1604 Expressway to a 5-level interchange with tolled direct connectors utilizing electronic tolling. Mr. Stong was responsible for managing design services including development of PS&E for the construction of direct connectors, incorporated toll facilities, grading, structures, base, surfacing, signing, pavement markings, ITS systems and coordination of utilities within the project limits. This project was developed on a 12-month accelerated schedule.



JOSE A. SANCHEZ, P.E.

Education

B.S., Civil Engineering, Texas A&I University, 1992

M.S., Civil Engineering, Stanford University, 1994

Professional Registration

Licensed Professional Engineer, State of Texas No. 87890

Experience

Mr. Sanchez has over 27 years of comprehensive experience in the design of traffic and transportation engineering projects. Project experience includes Traffic Engineering Studies as well as Plans, Specifications and Estimates (PS&E) for various projects such as ITS, Tolling Infrastructure design, traffic signal design, traffic control design, illumination design, signing design, pavement marking design, roadway design and drainage design/analysis for freeway and arterial facilities. Specific project involvement includes:

J09 Lateral Drain Ditch, Hidalgo County Drainage District No. 1

Project manager responsible for PS&E for approximately 7.5 miles of drainage ditch from Bryan Rd to N. Main Drain Outfall in Hidalgo County Pct 4. Tasks included drainage studies, drainage structures design, sluice gates, roadway crossings, field drain tile design, inlets, irrigation siphons, ROW acquisition, metes and bounds, coordination with property owners, GIS schematic, utility coordination, traffic control, survey, specifications, estimates, standards, bid documents, prebid, award recommendation, contract documents, preconstruction, change orders and request for payments. Coordination with multiple agencies: Hidalgo County Pct 4, Hidalgo County Drainage District No. 1 and Santa Cruz Irrigation District.

Westgate Dr - US 83 south to Business 83, Weslaco TX

Project Manager responsible for traffic engineering study to evaluate the benefits of signal timing coordination along the segment of Westgate Dr. between US 83 and Business 83. Analysis and Implementation was a two-phase project. Phase 1 - plans, specifications and estimates included all equipment needed to obtain signal progression along the segment. Traffic signals plans included initial timings under isolated conditions for new signals and existing signal timings for modified signals. Signals were interconnected using spread spectrum radio. Phase 2 - after construction of new signals and modifications to existing signals were finalized, TEDSI collected existing phasing and timing information; performed before travel time runs; performed a signal progression analysis using Synchro software; implemented timing schemes on the field (prior approval from TxDOT); performed after travel time runs; prepared a report illustrating improvements on traffic flow as a result of decreasing delays at the traffic signals. The report illustrated final signal timings as implemented in the field

Tennessee Rd/Treasure Hills Blvd Ext to Veterans Facility, Harlingen TX, City of Harlingen

PS&E associated with new roadway construction of Treasure Hills lateral and extension of Tennessee Rd for New Veteran's Facility. Project had to be completed in less than 45 days to meet deadline on construction of Veteran's facility. Tasks included roadway design, utility coordination, traffic control, signing and pavement markings design. Construction support included preparation of bid documents, bid evaluation, bidder award recommendation, pre bid conference and preconstruction conference.



Border Colonia Access Program Hidalgo County Precinct 1 Round III

Project Manager responsible for Civil PS&E associated with widening and reconstruction of various colonias within Hidalgo County Pct 1. Tasks included drainage design, roadway design, storm water pollution prevention design and pavement markings design. Construction Management duties included preparation of bid documents, estimates, specifications, r.o.w. certification, testing requirements, bidder award recommendations, inspections, processing of request for payments, walk thru and record drawings for the following Colonias:

- Chapa North
- Chapa South
- Ash Country
- High Point
- De Anda
- McKee 1
- La Mesa
- Whalen
- Balli Estates
- Diaz
- Mid Valley Estates
- South Palm Garden Estates I and II
- Village Grove 2
- Delta West
- Wes Mer
- Bernal Heights
- Dimas 3
- El Mesquite
- North Capisallo

City of Edinburg Waste Water Treatment Plant Effluent Line Outfall, Hidalgo County Drainage District No. 1

Project Limits from WWTP at Doolittle Rd to N. Main Drain/Brushline Rd in Edinburg/Hidalgo County Pct 4. Project manager responsible for construction management for portions of WWTP Effluent Line project: Doolittle Rd and 2 crossings. Tasks included bid analysis, award recommendation, contract documents, preconstruction, change orders and request for payment. Coordination with multiple agencies: City of Edinburg, Hidalgo County Drainage District No. 1, Hidalgo County Pct 4, DCP Midstream and Tennessee Gas Pipe Line.

Edinburg Safe Routes to School Phase I and II, TXDOT Pharr District

Project manager responsible for PS&E for school improvements for 28 schools/24 sites. Project involved environmental report, design of sidewalks, ramps, driveways, solar powered illuminated crosswalks, traffic signal warrants, traffic signals, overhead flashing beacons, signing, pavement markings, solar roadside school flashers, bike racks, utility coordination, balancing of various CSJ to bring project under budget, specifications, estimates and standards. Project required coordination with multiple agencies: Edinburg CISD, Hidalgo County Pct 4, City of McAllen, City of Edinburg and TXDOT.

Dixieland Extension, City of Harlingen

Project manager responsible for PS&E for the extension of Dixieland Rd to proposed Bass Pro Shop Development from Harrison Ave to Spur 54. Project required TXDOT approval for connection to Spur 54 as well as the preparation of Railroad exhibits. Brown, Leal and Associates (BLA) was Prime Consultant. BLA designed Dixieland Extension Rd up to TXDOT ROW. TEDSI designed roadway portion of the connections to Harrison Rd and Spur 54 and the traffic elements for the entire project limits. TEDSI's tasks included roadway design, storm water pollution prevention design, traffic signal design, signing, pavement markings and signing design.

EVAN ROBERTS, P.E., CFM

Education

B.S. Civil Engineering, Texas A&M University, 1994

Professional Registration

Licensed Professional Engineer, State of Texas, No. 86360

Certified Flood Plain Manager, CFM # 0963-06N

Experience

Mr. Roberts is a skilled and organized transportation engineer with over 25 years of experience working for the Texas Department of Transportation (TxDOT). He also has 13 years of supervisor experience with TxDOT guiding the Pharr District Design and Design Support Sections.

Specific project involvement includes:

Off-System Bridge (Edinburg County Rd 183) - Responsible for the development of the plans, specifications and estimates, that included bridge details, approach roadway and bridge horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, design of roadside drainage ditches and down-drains (hydrology and hydraulics) along with the outfalls for this off-system bridge project.

Off-System Bridge (La Villa County Rd 235) - Responsible for the development of the plans, specifications and estimates, that included bridge details, approach roadway and bridge horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, design of roadside drainage ditches and down-drains (hydrology and hydraulics) along with the outfalls for this off-system bridge project.

FM 495 (West Griffin Parkway)- Responsible for the development of the plans, specifications and estimates, that included roadway horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, utility and drainage details sheets, design of drainage area maps and storm drain system details (hydrology and hydraulics) along with the outfalls for FM 495 from La Homa Road to SH 107.

SP 241 (Military Highway) – Responsible for the development of the plans, specifications and estimates, that included roadway horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, utility and drainage details sheets, design of drainage area maps and storm drain system details (hydrology and hydraulics) along with the outfalls for SP 241 from FM 2061 to SP 600.

US 83 (I2 expressway) – Responsible for helping with the development of the plans, specifications and estimates, consisting of performing the design of utility and drainage details sheets, design of drainage area maps and storm drain system details (hydrology and hydraulics) along with the outfalls for US 83 from Conway to Ware Road.

US 281 (@ FM 162 overpass) – Responsible for the development of the plans, specifications and estimates, that included bridge details, retaining wall details, roadway horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, utility and drainage details sheets, design of drainage area maps, roadside drainage ditches and storm drain system details (hydrology and hydraulics) along with the outfalls for US 281 from 0.5 Mi south of FM 162 to 0.5 Mi north of FM 162.

US 281 (@ SH 186 overpass) – Responsible for the development of the plans, specifications and estimates, that included bridge details, retaining wall details, roadway horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, drainage area maps, utility and drainage details sheets, design of drainage area maps, roadside drainage ditches and storm drain system details (hydrology and hydraulics) along with the outfalls for US 281 from 0.5 Mi south of SH 186 to 0.5 Mi north of SH 186.

US 83, US 77, US 281, SH 107 and SH 336 – As the TxDOT Pharr District Design Support Supervisor, I was responsible for the review, analysis and processing of all TxDOT Pharr District plans along these major roadway corridors and all other state roads in Pharr District from July 2007 through July 2020. This included the review, analysis and processing of plans, specifications and estimates, consisting of roadway horizontal and vertical alignments, plan and profile detail sheets, typical section details, traffic control plan details, utility and drainage details sheets, design of drainage area maps, roadside drainage ditches and storm drain system details (hydrology and hydraulics) along with the outfalls and all project supporting documentation.

MARK W. LUPHER, P.E., R.P.L.S.

Education

B.S. Civil Engineering, Prairie View A&M University, 1982

Professional Registration

Licensed Professional Engineer, State of Texas No. 64514

Registered Public Land Surveyor, State of Texas No. 4637

Professional Affiliations

National Society of Professional Engineers, Member

American Public Works Association, Member

Texas Society of Professional Surveyors, Member

Experience

Mr. Lupher has over 35+ years of experience in roadway and utility infrastructure design and traffic control signal systems. He has provided route studies, schematic design and PS&E for various projects such as roadways, water distribution systems, storm water and wastewater collection systems. Specific project involvements:

J-09 Lateral Drain Ditch – Project Manager responsible for PS&E associated with new construction of approximately 7.1 miles of drainage ditch for Hidalgo County Drainage District #1. This project is currently being constructed and will provide relief to many residents within the area that suffer from inundation during major storm events. Project tasks included drainage studies, drainage structure design, bridge design at roadway crossings along the ditch, and project coordination duties with various local governmental agencies and private citizens.

La Villa Outfall – Project Manager responsible for PS&E associated with expansion of existing drainage ditch for Hidalgo County Drainage District #1 that services La Villa, Texas, and the surrounding area. Project tasks included drainage studies, drainage structure design, and bridge design at roadway crossings along the ditch.

Mile 2 West - from 0.3 mile south of SH of Mile 8 North, Hidalgo County, Texas - Project Manager responsible for complete roadway and bridge reconstruction as well as coordination of waterline relocations and upgrading existing watermain with North Alamo Water supply Corp., irrigation siphon and drainage structure design. Project included schematic phase including ROW acquisition and construction inspection of the facility.

Raymondville Drain Project, Hidalgo County Drainage District #1, Hidalgo County Project Manager responsible for creation of a G.I.S Base Map, complete Hydrological & hydraulic Design and Economic Studies for approximately 800 square miles of the Raymondville & North Main Drains within Hidalgo County. This project provided for drainage relief on approximately half of Hidalgo County and Willacy County.

Hidalgo County Drainage District #1 - Hidalgo County, Texas, directed and managed the topographic & drainage area delineations mapping, for 57 miles of existing master drain systems and provided floodplain mapping of Zone “A” areas. This project will provide updated digital floodplain mapping over the 1600 square miles of Hidalgo County, Texas.

City of Edinburg - Hidalgo County, Texas, Directed and managed the production of master drainage plans for the hydrographic mapping presentations for Citywide report and FEMA outfall projects for TWDB funding

Hidalgo County Drainage District #1 - Hidalgo County, Texas Managed the Hidalgo County FEMA Map Modernization Program for 57 miles of County maintained ditches. Providing the Hydrographic mapping and exhibits for public meetings on acceptance of said maps to FEMA for publication

Delta Regional Water Management Project (Delta Watershed) Northern, Hidalgo County, Texas, for Hidalgo County Drainage District No.1, Precinct #1 & Precinct #

4. As project manager, responsible for directing and managing this project for the various components consisting of the following: Surveying cross sections for WAM Modeling and FEMA Mapping, topographic surveys of potential reservoir sites, Preliminary Surveys for reservoir and channel acquisitions, General Consultant Manager (GCM), Environmental, Legal Issues, Preliminary Engineering Report (P.E.R), and Water Quality Analysis.

Hidalgo County Drainage District #1 - Hidalgo County, Texas, Directed and managed sub-consultants for 1) Legal items (Water Rights & State Water Plan Amendments); 2) Environmental ES1 (non-jurisdictional from USACE); 3) Hydrologic & Hydraulic Engineers; 4) Right of Way Consultants; 5) Water Quality Testing Labs; 6) Geotechnical Engineering ; 7) Local University Students collecting Water Quality Samples



February 16, 2022

RE: Addendum No. 1 – Pool of Engineers
RFQ No. 2021-0786-02-23-HGO

Participating Firms:

Please accept *Addendum No. 1* in connection with Hidalgo County Request for Qualifications for Pool of Engineers.

1. The shipping label was inadvertently left out of the RFQ. Attached you will find the shipping label for use if you so desire.

2. Response to inquiries received before 5:00 p.m. Monday, February 14, 2022.
i. Would the county prefer the submission outline checklist or the evaluation criteria form to be used as SOQ format? If the Submission Outline/Checklist is to be used, can the county clarify what information they would like to see in Sections 2-4?

Response: Appendix "A" – page 26 – Engineer will follow Section II in the order that they are written. The evaluation criteria is included for informational purposes only.

ii. The submission outline/checklist on page 8 includes the following line items:

Section II: Vendor Information

Section III: Vendor Experience and Qualifications

Section IV: Scope of Services and Narrative of Proposed Services

Section V: Legal Documents (If Applicable)

Section VI: Miscellaneous

Can you clarify what consultants are expected to provide within our statement of qualifications for each section?

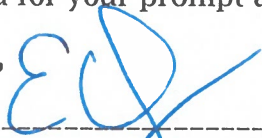
Response: Appendix "A" Section II – Follow the requirements in the order they are listed.

Acknowledge receipt of *Addendum No. 1* by signing and returning this notice via email to heidi.ortiz@co.hidalgo.tx.us and submit this form with your RFQ submittal.

Please be advised that Addendum No. 1 will complete your packet for the Pool of Engineers.

Thank you for your prompt attention to this matter.

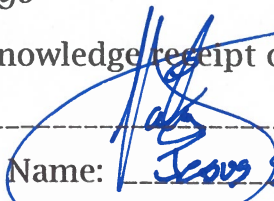
Sincerely,



Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

Enclosures
EB/hgo

I acknowledge receipt of *Addendum No. 1* dated February 16, 2022

By: -----

Print Name: Jesus Salinas

Firm/Company Name: TEDI Infrastructure Group

Date: 2-17-2022

SHIPPING LABEL

Below is a depiction sample of how the response in an appropriate sized box or envelope should be submitted. Using this shipping label is optional, but preferred; however, the information below must be included on the outside of the appropriate sized box or envelope. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP

HIDALGO COUNTY

Pool of Professional Engineers

RFQ No.: 2021-0786-02-23-HGO

OPENING DATE: Wednesday, February 23, 2022

OPENING TIME: 2:00 p.m.

TO: Eduardo Belmarez, MBA, CPM, Purchasing Director

ATTN: Heidi G. Ortiz

Hidalgo County Administration Building

Purchasing Department

2802 S. BUS. HWY 281

Edinburg, TX 78539