



Program Management Plan

Hidalgo County Courthouse Phase II

December 2022

Program Management Plan

for the

Hidalgo County Courthouse Phase II

Prepared for:



Prepared By:



December 2022

PMP REVISION LOG

Date	Reviewer	Summary of Changes
04/22/2022	Bahareh Bathaei	Initial draft
05/20/2022	Art Garza	Draft #2
09/02/2022	Bahareh Bathaei	Draft #3
10/24/2022	Justin Salinas	Draft #4
12/09/2022	Justin Salinas	Draft #5

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ACRONYMS AND ABBREVIATIONS

AEP – American Electric Power
AHJ - Authority Having Jurisdiction
ADA - Americans with Disabilities Act
EPA – Environmental protection Agency
CM - Construction Management
CO - Change Order
CP - Change Proposal
GC - Governing Committee
HCCH Ph II - Hidalgo County Courthouse Phase II
ORC - Owner Representative Committee
ORG - Owner Representative Group
PMIS - Project Management Information System
PMP - Project Management Plan
PMIS - Project Management Information System
PM Team - Program Management Team
QA/QC - Quality Assurance / Quality Control
SC - Steering Committee
TBD - To be determined
TCEQ – Texas Commission of Environmental Quality
TDSHS - Texas Department of State Health Services
TxDOT - Texas Department of Transportation
WBS – Work Breakdown Structure

1. INTRODUCTION

Background

Hidalgo County is in the process of completing their new County Courthouse located at 100 N. Closner Blvd. in Edinburg, Texas. Phase I was done under a separate contract, and all Phase I work will be completed prior to Phase II construction commencing. The Phase I scope of work included:

- The permanent closing of Closner Blvd., between McIntyre St. and Cano St., resulting in a unified site that extends from McIntyre St. to the North, 12th Ave to the East, Cano St. to the South, and 10th Ave to the West.
- The construction of a new seven-story county courthouse facility in the southeast quadrant of the site, which is to replace the functions of the existing courthouse and associated buildings & structures located on the western half of the site. The new courthouse also includes a secured elevated parking deck and sally port for secure transfer of inmates & detainees.
- The construction of a new central utility plant at the southwest corner of the site.
- The removal of existing parking on the eastern half of the site, and replaced by a new main site entrance, approach drive & loop to the new courthouse, and temporary parking.



Exhibit 1: New Courthouse Rendering (courtesy of HDR)

Phase II Executive Summary

B2Z Engineering, along with Brownstone Consultants (the PM Team) was procured by Hidalgo County in November of 2021 to establish a plan of the activities required to execute Phase II of the Hidalgo County Courthouse Project (the Project). Although planning activities have commenced, no Phase II construction

activities will start until the new courthouse is fully operational and the old courthouse is unoccupied. The activities in Phase II include:

- **Demolition of Existing Courthouse** - The abatement, demolition and total removal of the original county courthouse, auxiliary courts, exterior sally port and all associated structures, barriers, and utilities. Salvaging of owner owned equipment, furnishings and any other material specified by the County will be part of the scope prior to demolition.
- **Modular Relocation** - The court of law expansion facility, located within modular buildings on the north end of the site are to be disconnected from utilities, dismantled into their respective modular components, and moved to location(s) designated by the County.
 - **Update** - A decision has not been rendered by Hidalgo County Commissioner's Court on the relocation of the modular buildings. Several factors are still being considered by the Court prior to making a final decision. (Reference Section 7)
- **Parking Facility** - The construction of a new ground level parking facility on the west/northwest side of the courthouse square. Parking facility will include a secure parking area for the Hidalgo County District Attorney' office, and an open parking area for employees/visitors. The parking facility construction will proceed after demolition of the existing courthouse and the modular relocation.
 - **Update** – The final decision on the modular relocation will impact the parking facility design and construction.
- **Meander** - Removal of the Phase I staging area in the northeast quadrant of the courthouse square and the construction of a new pedestrian park and plaza (meander) to include new pedestrian sidewalks, trees, and landscaping. Discussions of a COVID-19 Memorial and a Veteran's Memorial to be included as part of the meander have commenced, but at the time of the publication of this plan, nothing has been finalized. The addition of features to the meander will impact the design and construction as modifications will be required to overlay the memorial(s) onto the pedestrian park.

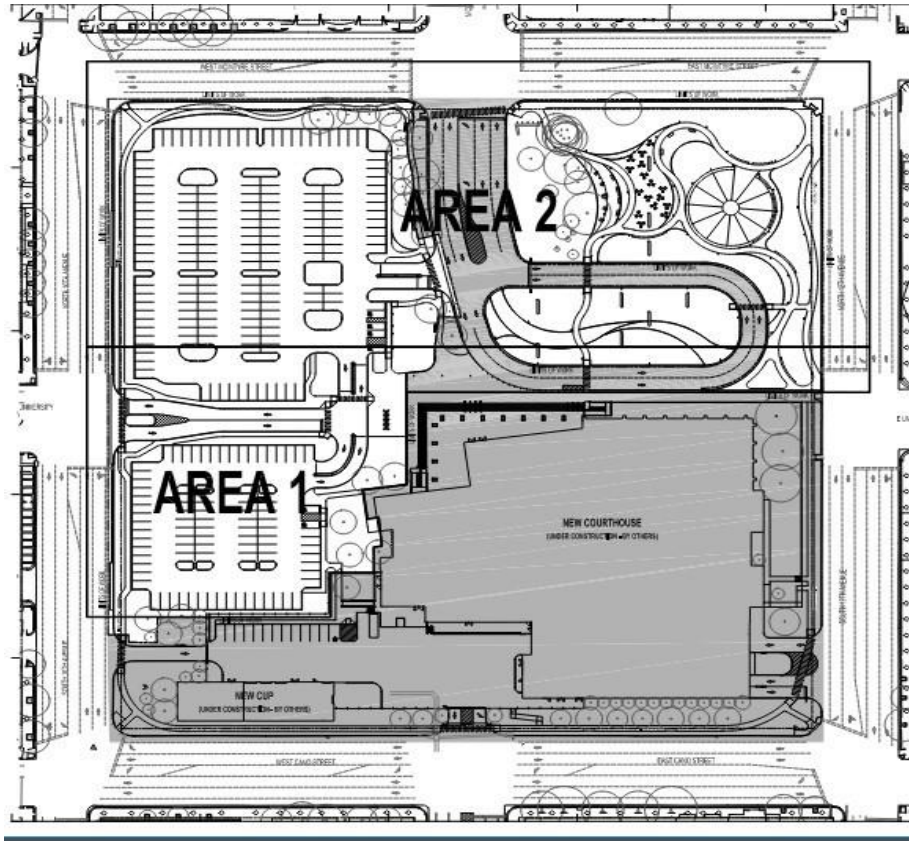


Exhibit 2: Site Plan of Phase I and Phase II of Hidalgo County Courthouse Project (courtesy of HDR)

The PM Team scope of services for work authorization no. 1 (pre-design phase) included:

1. Compile and review all existing project documents
2. Identify project stakeholders and Authorities Having Jurisdiction (AHJ's)
3. Initiate communication with AHJ's
4. Develop overall program schedule
5. Develop overall program budget
6. Develop project in PMIS (the team will be using Owner Insite)
7. Develop a Program Management Plan (PMP)
8. Present findings of PMP to Hidalgo County Commissioner's Court and staff
9. Meetings, coordination, and support for project development

The PM Team has estimated that the Phase II activities will have a 30-month duration and be completed in **July of 2025**.

Table 1: Summary of Major Project Milestones

Activity	Planned Start	Planned End	Duration (Calendar Days)
Phase I - Demolition	01/16/2023	02/18/2025	765
Phase II - New Parking Lot	01/16/2023	07/19/2025	916
Phase III - Meander	01/16/2023	08/24/2024	587
Phase IV - Modular Building	01/16/2023	06/14/2024	516

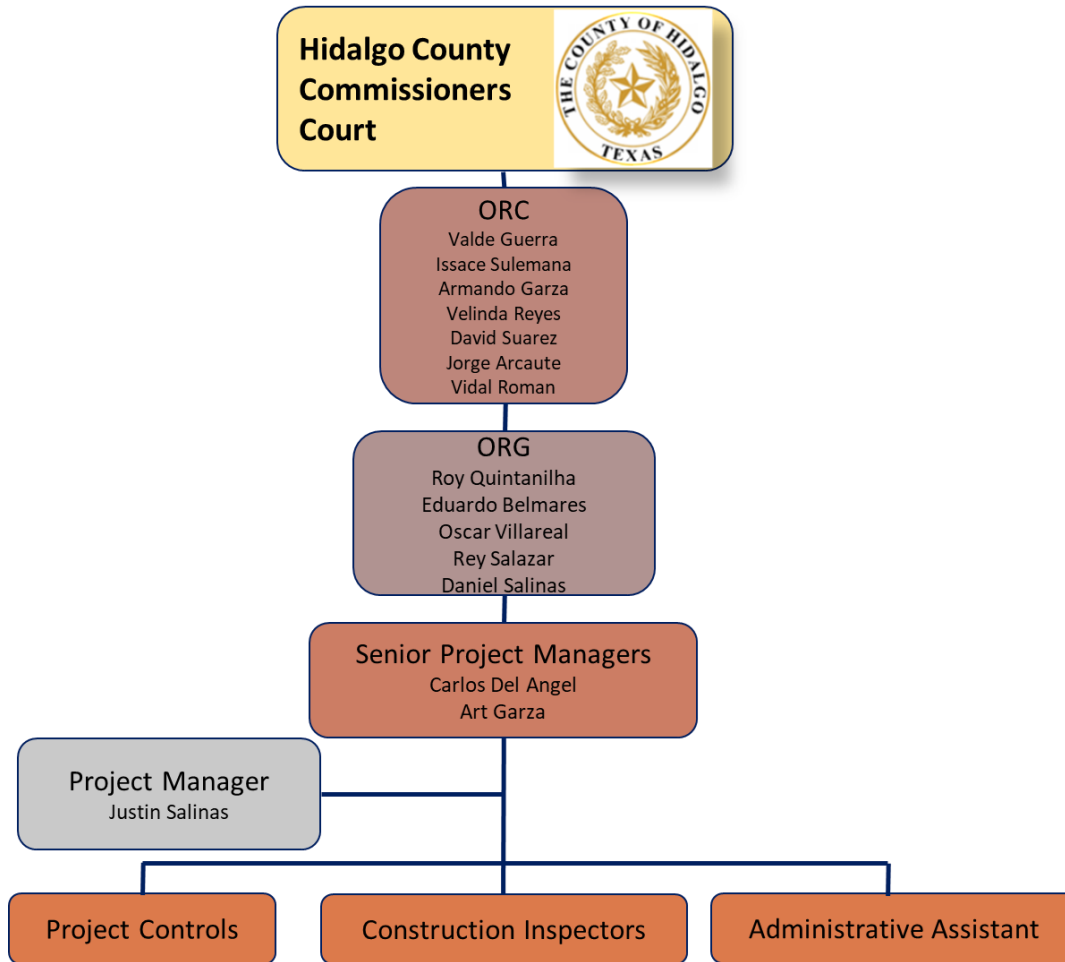


Exhibit 3: Organizational Chart

2. PROGRAM ADMINISTRATIVE PROCEDURES

PURPOSE

The purpose of this chapter is to establish standardized administrative procedures for the HCCH Ph II Project, including the project management information system (PMIS), program controls, document management, program branding, contract approvals, and project management requirements, and invoicing and pay requests. Communication and correspondence tracking are described in Chapter 3 and data management considerations are summarized in Chapter 4.

PROJECT MANAGEMENT INFORMATION SYSTEM

The PM Team selected Owner Insite to serve as the PMIS for the Project, to manage project documentation, status, controls, deliverables, contract data, and correspondence, among other functions. Owner Insite is a cloud-based owner-centric project management application designed to support the construction industry; however, its tools, features, and functionality can support the PMIS needs for the Project from planning through implementation. Owner Insite system components are summarized in Exhibit 4.



Exhibit 4: Owner Insite PMIS Components

Project participants that have or anticipated to have access to the PMIS include the PM Team, County staff, project consultants and sub-consultants, regulatory agency representatives, contractors, and sub-contractors, and select project contributors. User accounts are created and assigned an appropriate permission template by the PMIS administrator, and users access the PMIS through a web browser

(www.owner-insite.com). The permission templates establish and control access and read/write permissions for each module in the Owner Insite system, as outlined in Table 2.

Table 2: User and Permission Templates

Group	Access to	Permissions
Administrator	All	Administrative
Project Manager	All	Administrative
Project Team	All except ...	Read Only, Standard, Limited Admin
Owner Management	All except ...	Read Only/Standard
Owner Staff	All except ...	Read Only/Standard
Contributor	Documents & ...	Read Only/Standard
Owner/CM	All except ...	Read Only/Standard
Subcontractor	Same as Owner/CM	Same as Owner/CM

Owner Insite has a number of modules to aid in collaboration between team members. Many of these modules are intended to capture various project communications and log them into a central database that can be used as a reference by the Project Team. Individual modules are described within this PMP in the context of the specific topics being presented. For example, modules related to program controls, document management, contract approvals, project management requirements, and invoicing and pay requests, are summarized in this chapter. Modules that relate to data management are described in Chapter 4, and modules related to other project communications are described in Chapter 3.

PROGRAM CONTROLS

The PM Team is responsible for monitoring and managing controls for the Project, including budget, schedule, and quality.

Budget

One of the key measures of program success will be spending relative to the established budget. The PM Team will use the Owner Insite Budget and Commitments tools to track spending. The PM Team has populated the Owner Insite database with the budget for the project, which includes program management, design and engineering, environmental reports, demolition and construction costs, contingencies, and other miscellaneous costs. Spending will be updated monthly by the PM Team. Users with access to the Budget module will be able to view the project spending to-date compared to the project budget. Spending will also be reported to the County in the monthly status reports, as described in Section *Program Performance Reports* below.

In future phases of the program, the budget for the program management effort, design engineering, construction and other services will be updated in Owner Insite. Throughout the course of the Project, the PM Team will update spending for each contract monthly and this will be tracked against the appropriate budget. Invoicing procedures and requirements for each project participant are outlined in Section *Invoicing and Pay Request* below.

Schedule

The PM Team has developed the detailed baseline schedule for the Project using Microsoft Project and can be accessed directly through Dropbox. Major tasks and milestones will be uploaded into the Owner Insite

schedule module. The schedule allows the Team to track progress on tasks and make changes to the schedule as appropriate. Prior to changes being made to the baseline schedule, they must be pre-approved by the Owner. In addition, if new versions of the schedule are uploaded, previous versions are archived for future reference and become part of the project files. In order to monitor and control changes to the schedule, selected members of the Team are the only users with permission to make changes to the schedule in Owner Insite.

Schedule and progress will be reported in the monthly reports, as described in section Program Performance Reports below.

Quality

The Team has developed a Quality Assurance / Quality Control (QA/QC) Plan for the project, which is provided in Chapter 6 of this PMP. The QA/QC Plan outlines QA activities of the PM Team and QA and QC expectations for other project participants. As described in the QA/QC Plan, the PM Team will be responsible for periodically monitoring QC documentation of deliverables prepared by other consultants during the program.

Owner Insite will be used to track and record QA/QC activities and documentation. A QA/QC form will be prepared to accompany each deliverable that is submitted for review. In general, the preparer of the document will be responsible for preparing the accompanying QA/QC form. The form will be stored in Owner Insite in the same location as the deliverable, and it will be updated with the names and dates of reviews that are completed.

Monthly Status Reports

The Team will prepare and submit monthly status reports to the County to update the County on project performance. The content planned for each report is shown in Table 3.

Table 3: Anticipated Report to Demonstrate Program Performance

Report	Content/Item
Monthly Status Report	Project Background
	Executive Summary
	Financial Summary
	Project Schedule
	Project Progress
	Project Issues
	Project Meetings
	Attachments

DOCUMENT MANAGEMENT

In Owner Insite, documents are managed using individual modules, as well as the Documents tab. In the individual modules (e.g. submittals, RFIs), Owner Insite tracks versions, responses, and related items associated with each document. These modules are described further in Chapter 3.

The purpose of this section is to describe the Documents module, which is used solely to organize and share data, reports, and information among the Project Team, but not to obtain review, approval, or responses from the Project Team. This tool provides a searchable repository of data, maintains version control, and

allows an easy way for users to share data and documents. The anticipated filing system is shown in Table 4. Additional folders and subfolders will be added as needed.

The Team will manage the document database. Owner Insite contains a communication module that will log all project email correspondence and upload any attachments into the documents module. In order to keep the document database organized, the County and other project participants are required to carbon copy (cc) the Owner Insite project email address for importing attachments (1a3feb67-47ee-4b3c-8c97-1c1239453890@projects.owner-insite.com).

Table 4: Filing System Structure

Folder #	Content Description	Examples
00	Admin	Contracts and Invoices
01	Planning	Conceptual Plans
02	Design	Schematic, DD's, and CD's
03	Bidding and Contract Documents	Issuance Documents
04	Finance & Budget	Budgets & Schedule of Values
05	Change Proposals	Change Proposals
06	Change Orders	Executed Change Orders
07	ASI's	Issued ASI's
08	RFI's	Issued RFI's
09	Schedules	Updated Project Schedules
10	Submittals	Construction Submittals
11	Permits & Inspections	Building Permits
12	Reports	Daily, & Monthly Reports
13	Meetings	Meeting Agendas & Minutes
14	Correspondence	Emails
15	Issues	Project Issues Log
16	Safety	Safety Information/Reports
17	Photos	Project Photos
18	Logos & Graphics	Owner Logos/Graphics
19	Closeout	Punchlist, Warranties, O&M
20	Users	Stakeholders
21	Miscellaneous	Misc.

CONTRACT APPROVALS

It is anticipated that several other consultants and/or contractors will join the Project Team as the project progresses. The procurement process for each project participant will be determined by the County and PM Team. Once a consultant or contractor is selected, individuals from the County and PM Team will be responsible for negotiating the contract. Once the contract is complete, the designated approver from the County will be responsible for final approval and reporting as required by County policies.

PROJECT MANAGEMENT REQUIREMENTS

The various consultants who join the project will be expected to follow the project management requirements outlined in this section.

Scope Development

Consultants will be required to provide a detailed scope of services for each contract. The scope of services must include:

1. Work breakdown structure (WBS) (numbered tasks and subtasks)
2. List of deliverables (associated task number, deliverable name, format, and number of copies)
3. List of meetings and workshops (associated task number, meeting name, purpose, duration, and frequency)
4. List of any assumptions and exclusions.

Budget Development

Consultants must provide a detailed budget for the approved scope, which aligns with the work breakdown structure. The budget must show hourly rates and list the level of effort (hours) by task for each proposed personnel classification. In addition, budgets shall include any itemized reimbursable expenses or other markups.

Schedule

Consultants are to provide a baseline schedule for services, which will become part of the consultant contract. The schedule should align with the WBS, including a clear indication of meetings and deliverables. The schedule should include sufficient allowances for County review time when necessary. Microsoft Project format is preferred for project schedules.

Project Progress Reporting

Consultants are required to provide monthly progress reports with invoices, which, at a minimum, summarize activities performed in the last period and activities planned for the next period. The PM Team will request more detailed progress reports as needed to address activities with the potential to significantly impact the budget and schedule for the program.

Resource Planning

Consultants are expected to assign resources and coordinate work efforts of their respective teams to align with the project priorities and achieve cost-effective performance. This will require advanced work planning, active problem solving, coordination, and collaboration with various project participants, including the PM Team.

Team Organization and Planning

Consultants are expected to provide an organizational chart that lists individuals in key roles (Key Staff), including the consultant's Project Manager. Changes in Key Staff will require written approval from the County.

Roles, Responsibilities, and Lines of Communication

The roles and responsibilities of the key project participants to date are shown in Chapter 3. Lines of communication between current and project participants expected to join the project in the future are shown in Exhibit 6 in Chapter 3.

INVOICING AND PAY REQUESTS

Format and Content

Consultants are expected to prepare and submit monthly progress reports with sufficient detail to support the progress of the work and in support of a request for payment (invoice). Invoices should be submitted in electronic format (pdf) to the County and the PM Team through Owner Insite. At a minimum, the invoices should show labor hours and labor costs by tasks for each labor classification, aligning with the work breakdown structure and contract budget. Expenses are to be itemized and shown clearly on the invoice. In addition to the detailed invoice, the consultant should provide a summary sheet with each invoice which provides the information shown in Exhibit 5.

Billing Period		Month				
Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete	
Pre-Design Phase						
Task 1 - Compile & review existing project documentation	\$ -	\$ -	\$ -	\$ -	0%	
Task 2 - Identify stakeholders and Authorities Having Jurisdiction (AHJs) & develop stakeholder register	\$ -	\$ -	\$ -	\$ -	0%	
Task 3 - Initial coordination and meetings with AHJs	\$ -	\$ -	\$ -	\$ -	0%	
Task 4 - Update/develop overall project schedule	\$ -	\$ -	\$ -	\$ -	0%	
Task 5 - Update/develop overall project budget	\$ -	\$ -	\$ -	\$ -	0%	
Task 6 - Prepare project management information system and software (project setup)	\$ -	\$ -	\$ -	\$ -	0%	
Task 7 - Formal Presentation(s) to Hidalgo County Commissioners Court	\$ -	\$ -	\$ -	\$ -	0%	
Task 8 - Coordination and Management of Sub	\$ -	\$ -	\$ -	\$ -	0%	
Task 9 - SUB: Various Pre-Design Phase Activities	\$ -	\$ -	\$ -	\$ -	0%	
Task 10 - Develop a Program Management Plan	\$ -	\$ -	\$ -	\$ -	0%	
Task 11 - Meetings, Coordination & Support for Project Development (Owner's designated representatives)	\$ -	\$ -	\$ -	\$ -	0%	
Direct Expenses - Mileage	\$ -	\$ -	\$ -	\$ -	0%	
Total For This Billing Period					\$0.00	
Work Authorization - Summary						
<u>WA No.</u>	<u>WA Amount</u>	<u>Previously Inv.</u>	<u>Percent Complete</u>	<u>Remaining Balance</u>		
1	\$0.00	\$0.00	#DIV/0!	\$0.00		
Signature _____						

Exhibit 5: Example of invoice Summary/Cover Sheet

As the construction contract(s) get underway, contractor pay requests will be managed through Owner Insite. Contractors will be provided a log-in account so that they can submit their pay request directly in Owner Insite. The pay request will then be reviewed by the PM Team or the Construction Manager (CM). The reviewer will then be able to approve the request for payment or return it to the contractor for revisions. These actions will be completed within Owner Insite, providing documentation and history of activities related to each pay request.

Supporting Documentation

Consultants and contractors will submit supporting documentation as needed with the invoices and pay requests. This documentation will be determined by the PM Team as needed and may include employee timesheets, receipts for reimbursable expenses, and certified payroll reports (provided upon request).

Submittal and Approval Process

Invoices and pay requests are to be submitted electronically through Owner Insite. Consultants and/or Contractors shall submit only one invoice per month on or before noon of the first Monday of each month during the performance of services. The PM Team will review invoices then forward to the County for payment once all necessary information has been reviewed and confirmed.

3. COMMUNICATION PLAN

PURPOSE

The Communication Plan is intended to set the expectation and systems to enhance coordination, collaboration and relationships among the Project Team and stakeholders, including informal and formal channels and methods. The Communication Plan also describes a set of specific strategies and protocols for conflict avoidance and resolution.

Owner Insite will be utilized by project participants throughout the life of the project to facilitate, organize and archive correspondence and communication. The relevant functionality of Owner Insite as it relates to communication is described in this chapter.

ROLES, RESPONSIBILITIES, AND LINES OF COMMUNICATION

Roles and Responsibilities

The two teams responsible for the management of the program are described below:

Governing Committee (GC): Hidalgo County Commissioner's Court. The GC is responsible for making key decisions for the successful implementation and development of the Project.

Owner Representative Committee (ORC): This team consists of the Governing Committee's Designated Representatives (ORC). Chief of Staff for all Precincts, Judge's Chief of Staff, the County Executive Director, and the County Budget Officer.

Owner Representative Group (ORG): This team consists of designated Owner Representatives. Executive Office Program Manager, Director of Facilities, Director of Procurement, and Director of Strategic Planning.

Program Management Team (PM Team): The larger PM Team consists of staff from B2Z, Brownstone, and Hidalgo County designated staff. The team is responsible for executing the program management plan developed during the predesign phase.

Appendix A, Stakeholder Register, lists the key stakeholders involved in the project, their roles and responsibilities, and their contact information.

Lines of Communication

Exhibit 6 below is a graphical representation of the contractual relationships between the major parties involved in the project as well as lines of communication. The lines of communication represent both verbal and written communications.

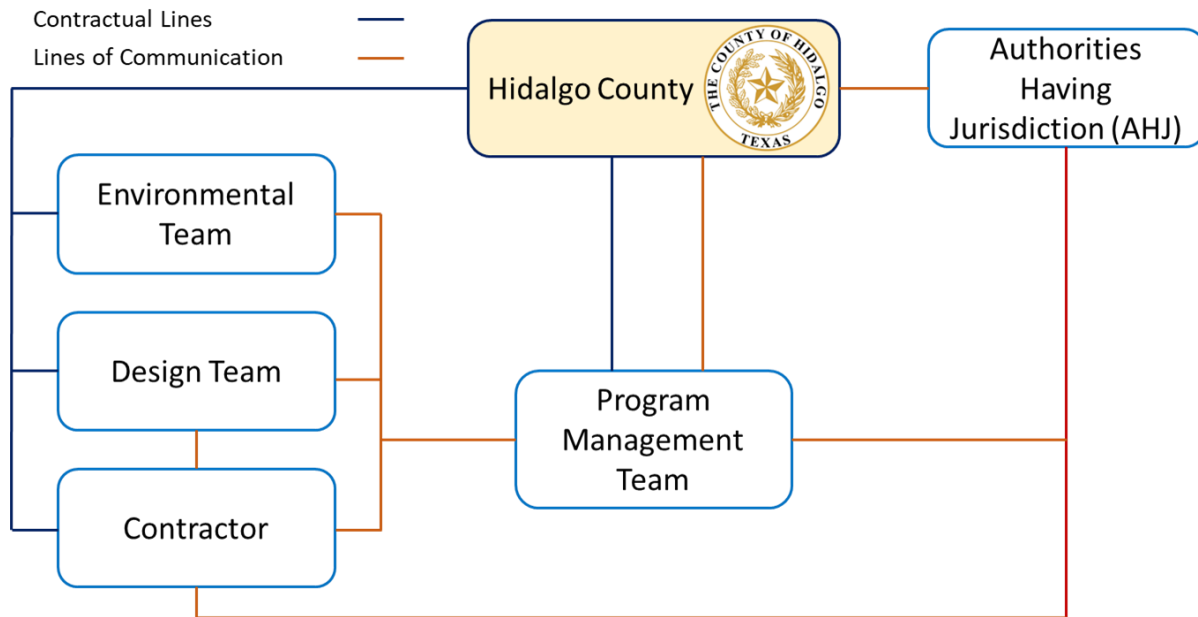


Exhibit 6: Lines of Communication and Contractual Relationships

OWNER INSITE COMMUNICATION TOOLS

Owner Insite allows users to view the status of a project, view the status of open issues, stay informed about new ideas, see scheduled tasks, and more. Several modules within Owner Insite will assist with communication between different parties involved in the project. These include the following:

Emails: This module allows users to archive important email correspondence and discussions in Owner Insite to become part of the project files. In general, users will utilize their desktop or mobile email systems to correspond via email. When important project decisions are made via email or the discussion becomes significant and is deemed important for the project files, emails should be forwarded into Owner Insite using the Owner Insite email address: 1a3feb67-47ee-4b3c-8c97-1c1239453890@projects.owner-insite.com. The Project Team should cc the Owner Insite project email address for important project information.

Requests-for-Information (RFIs): This module allows users to ask other project participants for information, including data and reports. RFIs are assigned to one individual but several other users can be on the distribution list, so they stay informed. Recipients of RFIs can reply via email or via the RFI module in Owner Insite. Timely RFI management is key to good schedule management. RFIs can help a project run smoothly and on schedule, or they can cause delays that can lead to budget overruns.

Submittals: This module allows users the ability to create, manage, and track construction-related submittals. Users can route deliverables to several approvers for review and comment, as well as add other users to the distribution list so they stay informed. Comments and edits are tracked in Owner Insite. In addition, revised submittals are connected to the original submittal, so changes and versions are tracked.

Meetings: This module allows users to document meetings that are scheduled or that have occurred. The documentation can include the location, time, attendees, and discussion items. Individual discussion items can be documented and tracked over a series of meetings until they are resolved and closed.

Issues Log: This module allows the team to track issues/action items. Each item can be assigned a due date and a responsible party, and the status can be tracked until the item is completed.

Assignees can provide a response to keep the Project Team updated on their progress towards completing the issue. Once the task is complete, the assignee will indicate the issue is resolved and the PM Team will close the issue.

TYPES OF COMMUNICATION

Both written and verbal communication will be critical to the success of the Project. Table 7 provides a list of the various types of communication expected to be utilized throughout the project, along with the purpose, documentation, tools, audience, and timing of each type of communication. It is expected that all project participants will follow the guidelines set forth in Table 6. Updates will be made to this Communication Plan as necessary.

Table 5: Communication Types and Expectations

Category	Type	Purpose	Documentation	Owner Tools	Insite	Audience / Attendees	Timing / Frequency
Verbal	Governing Committee (GC) Meetings	Discuss, review, & consider action items, set program priorities, approve budgets, schedules, contracts and changes	Agenda advertised seventy-two hours prior to a meeting	N/A PM Team will post meeting documentation on Owner Insite		HCCC, ORG, General Public	Monthly
	Owner Representative Committee (ORC)	Discuss, review and propose project activities, program priorities, budgets, schedules, contracts, changes, and other project-related items	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3 workdays, and Back-Up Documents	Meetings, Documents, and Emails		ORG, PM Team	Bi-Weekly, One-hour duration
	Owner Representative Group (ORG)	Discuss, review, and propose project activities, program priorities, budgets, schedules, contracts, changes, and other project related items	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3 workdays, and Backup Documents	Meetings, Documents, and Emails		ORG, PM Team	Bi-Weekly, One-hour duration
	PM Team Meetings	Discuss and review project-related coordinated	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3	Meetings, Documents and Emails		PM Team staff including Sub consultants, Brownstone	Bi-Weekly with Brownstone, Two-

		work efforts. Review GC and SC action items, Discuss current and upcoming activities Review budget, schedule, and QA/QC	workdays, and Backup Documents			hour duration
	Workshops	Collaborate and discuss a specific topic, task, or analysis	Agenda circulated prior to the workshop Participants voice opinions and information	Meetings, Documents, and Emails	ORG, PM Team, Consultant & Contractor	As scheduled
	Deliverable Review Meetings	Discuss, Review and Address Deliverable Items	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3 workdays, and Back-Up Documents	Meetings, Submittals, and Documents,	PM Team, Consultant, Contractor,	Approximately two weeks after the deliverable has been submitted (not all deliverables will require a review meeting)
	Stakeholder Meetings/Interviews	Obtain requirements & suggestions from important stakeholders by coordinating with them. Recognize concerns and inquiries.	Internal interviews and stakeholder meetings notes	Documents, Emails, Issues Log	ORG, PM Team, Consultants, Other Stakeholders	As scheduled
	Construction Progress Meetings	Provide updates from the PM team, Consultants and Contractor	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3 workdays, and Back-Up Documents	Meetings, Documents, Emails, Issues Log	ORG, PM Team, Consultants, & Contractor	Bi-Weekly, one hour duration
	Operations staff meetings	Providing information to the operations personnel, Questions and concerns should be addressed and gathered.	Agendas, Sign-In Sheets, Meeting Minutes to be distributed within 3 workdays, and Back Up Documents	Meetings, Documents, Emails, Issues Log	PM Team Staff, Consultants, County Department Heads	Monthly, one-hour duration
	Telephone correspondence	Provide/obtain information from/for the parties involved.	Participants take/maintain individual notes	Documents, Emails	ORG, PM Team, Consultants, & Contractor	As needed
	Impromptu meetings	Provide/obtain information from/for the parties involved.	Participants take/maintain individual notes	Documents, Emails	ORG, PM Team, Consultants & Contractor	As needed

	Conversations	Provide/obtain information from/for the parties involved.	Participants take/maintain individual notes	Documents, Emails	GC, ORG, PM Team, Consultants & Contractor	As needed
Written	Contracts	To define scope schedule and fee to fulfill contractual obligations	Written Contract	Documents, Submittals and Emails	GC, ORG	Once per project participant
	Contract Changes	To define changes scope schedule and/or fee	Change orders	Change orders	ORG, PM Team & Consultants	As needed
	Email	Convey or obtain information to recipients	Electronic Correspondence, attachments	Emails, Documents	ORG, PM Team, Consultants, & Contractor	As needed
	Deliverables	Work products from PM Team, Consultants, and Contractor	Deliverables include Technical Memorandums, Agendas and related handouts, Workshop Flyers, Outreach Material, Reports, Maps, Design submittals	Submittals	ORG, PM Team, Consultants & Contractor	As scheduled
	Memos	Present information and/or obtain approval for various needs	Memorandums	Emails, Submittals	ORG, PM Team, Consultants & Contractor	As needed
	Requests for Information (RFIs)	Obtain information needed for plans, studies, design, and construction	RFIs, Correspondence	RFIs, Documents	PM Team, Consultants & Contractor	As needed
	Submittals	Obtain approval on materials, equipment, and components during demolition.	Submittals, Correspondence	Submittals, Emails	PM Team, Consultants, & Contractor	As needed

CONFLICT AVOIDANCE AND RESOLUTION

One of the key objectives of this document is to encourage and facilitate communication between team members. Open and constructive communication can help avoid conflicts from occurring in the first place. In addition to the guiding principles in the Charter, the Project Team will utilize the following additional strategies to avoid conflict:

- Make decisions at the lowest level possible. The PM Team has been structured to empower all team members with the appropriate amount of decision-making authority.
- Maintain issues log. The PM Team will maintain a decision log to document key decisions, when they were made, who was involved, and how the results have been communicated.
- Maintain a Risk Register (Appendix B). The Risk Register will allow team members to identify and document potential issues early. The PM team will be monitoring and discussing the items on the

Risk Register to identify potential mitigation strategies and reduce the chance of conflicts arising. The Risk Register is discussed in Chapter 5.

When conflicts do arise, the Project Team members involved should attempt to resolve the conflict at the lowest possible level before escalating it to a higher level. The escalation ladder in Exhibit 7 shows a recommended path for escalating issues to management to attempt a resolution. In all cases, Project Team members are expected to address issues from the perspective of what is best for the project (i.e. what is the best path forward for the project) before considering issues of entitlement.

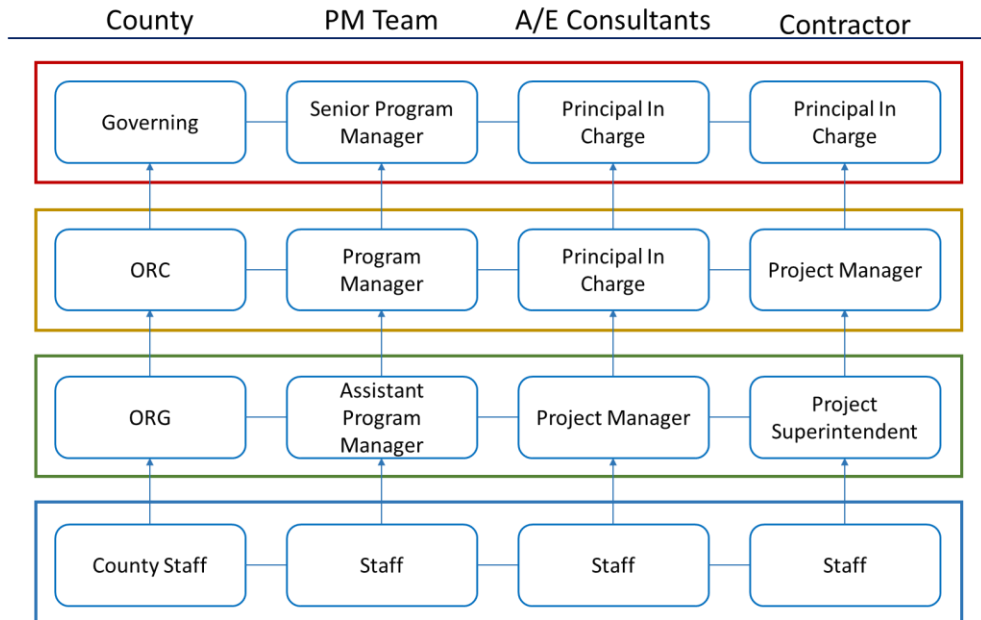


Exhibit 7: Conflict Resolution Ladder

4. CHANGE MANAGEMENT

PURPOSE

The purpose of this chapter is to document uniform change management guidelines to identify, define and document changes to the scope and/or budget of the Project. Additionally, this document is intended to establish a process for the initiation, review, approval, and execution of changes to the Project.

CHANGE MANAGEMENT

Effective change management within the context of a complex, multi-year project such as the Project requires: 1) proactive identification of issues and potential changes; 2) thorough and timely review of those conditions including development of solution(s) that are in the best interest of the project; 3) fair determination of entitlement; and 4) a systematic and efficient process for enacting the required change if any. These steps can help minimize schedule delay and budget impacts while reducing the potential for costly disputes.

Issue Identification

The first step in effective change management is proactive identification of issues and potential changes. Change orders are commonly attributed to one of the following events:

1. Unforeseen conditions encountered on the project that impact scope, schedule and/or contract amount
2. Owner directed changes in scope
3. Errors/Omissions in design documents
4. Events outside of the control of the consultant and/or contractor that necessitate a change to scope, schedule and/or contract amount.

Issues may also be identified through quality control reviews as outlined in Chapter 6 or through the “Risk Register” (described in Chapter 5) which allows the Project Team to document potential risks, their project impacts, probability of occurrence and mitigation strategies. When issues are identified or risks materialize, the issue shall be communicated to the appropriate personnel to determine if it should be considered a Change Proposal (CP). All project participants are expected to engage in issue and risk identification.

Impact Analysis and Solution Development

Once an issue has been identified and documented as a CP, the Project Team will evaluate and consider options for addressing the issue in the best interests of the project. Solutions should be evaluated by estimating the potential impacts (if any) to the project budget, schedule, and quality. This may require additional research, careful site observations, revised cost estimations or further design work. The PM Team is responsible for documenting the preferred solution(s) and estimated impacts identified by the project team. If the potential for a contract change exists, a CP can be created to document the potential change, along with the estimated cost and schedule impacts.

Negotiations

Change proposals may be initiated by the County, PM Team, contractor, and/or other project participants and their sub-consultants and can arise during any phase of the project. Negotiations regarding project changes will begin at the lowest possible approval authority tier and be escalated to higher tiers if negotiations cannot be resolved. Critical project variables, issues, and questions can be resolved during GC meetings and formally documented in the Project Issues Log. Disputes may be avoided by practicing focused negotiations, maintaining lines of communication, fulfilling roles and responsibilities, and utilizing project tools or procedures such as the Project Issues Log and GC meetings (refer to Chapter 3).

Changes in Plan Specifications and Approval Authority

When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the number of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in the cost of Fifty Thousand Dollars (\$50,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change order; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

Approval authority for change management is defined by the County's Purchasing Department guidelines, which are documented in the County's Purchasing Policies and Procedures (Appendix H).

Dispute Resolution

If the change process creates a conflict between two parties, dispute resolutions may be enacted to facilitate negotiations if the dispute cannot be settled. A well-written contract serves as a resource for the dispute resolution procedure. Contracts between parties of the project team will outline the process for dispute resolution.

OWNER INSITE CHANGE MANAGEMENT PROCESS

For the duration of the Project, the County and PM Team will utilize Owner Insite's web-based project management platform to track and manage the project (see Chapter 2, Program Administrative Procedures). Users with access to the Accounting Module in Owner Insite are able to view any contracts purchase orders, pay apps, or invoices that have been created for the project. Access to the Accounting Module and the Change Orders and Change Proposals sub-modules and their relation is summarized in Exhibit 8. The Change Proposals module allows the user to initiate the change management process by developing a Change Proposal that includes a Rough Order of Magnitude (ROM) Estimate, potential time delay, and reason for the change. The Change Proposal is a "placeholder" for the potential Change Order and allows for negotiation and iterations to the documents prior to formalizing the change and affecting any contract commitments. The Change Orders module allows a user to initiate a change order specific to a commitment by tying it to an existing Change Proposal or creating one within the Change Order

submodule. The Change Order submodule also allows for the inclusion of several Change Proposal to be captured in a single Change Order.

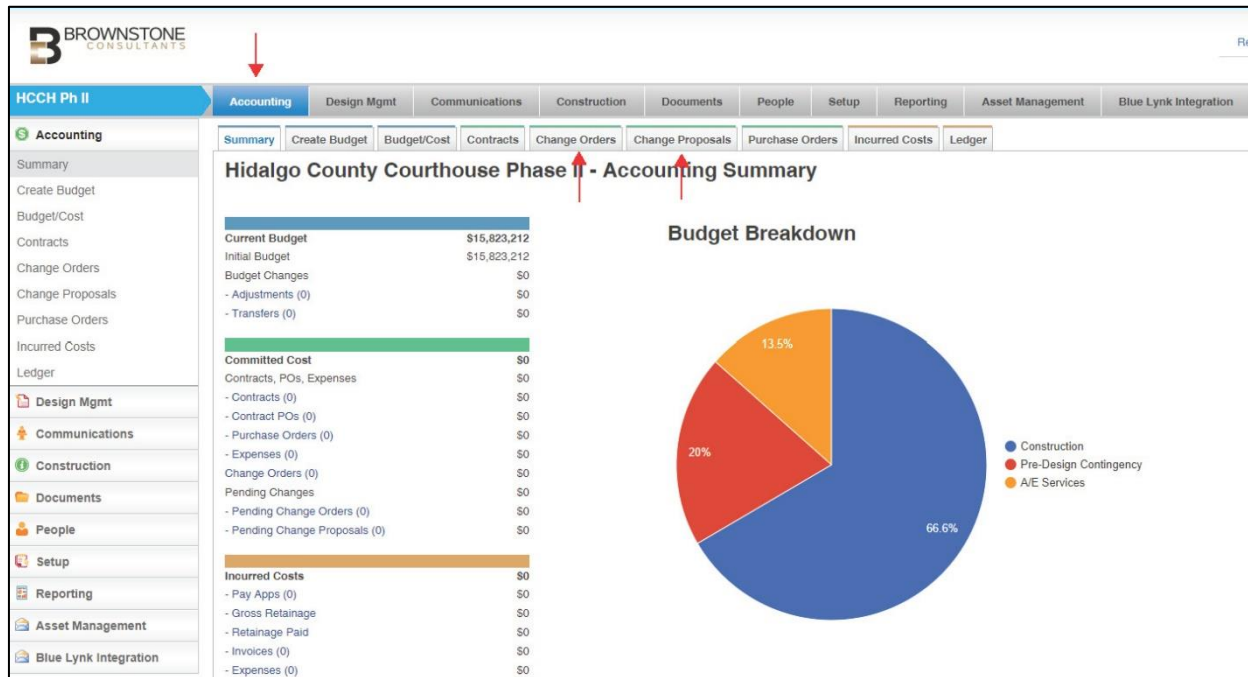


Exhibit 8: Owner Insite Change Management Process

Change Orders

Search: Contract: (All) Account: (All) Status: (All) Change Proposal status: (All) Category: From: To:

Key Word:

(Filter by Title, Description)

ID	Date	Title	Contract	Amount	Change Proposals	Categories	Status
1	4/21/2022	Change Order #1	-	\$0	0		In Progress

Exhibit 9: Owner Insite Change Order Summary

Managing Change Orders in Owner Insite

The PM Team will use the Owner Insite structure for initiating and managing change proposals and change orders. Owner Insite has structured the change order process in two steps:

- **Change Proposal (CP):** A CP initiates the change order process by documenting reasons for the change, the requester, schedule impact, affected contracts, relevant references and attachments, locations, and descriptions. The creator of a CP can schedule budget line items which are likely to be impacted by the change order.
- **Change Order (CO):** A CO is created once a CP is approved and realized as a necessary change. The CO interface retains options for the user to note the schedule impact and select a corresponding

CP. Selecting a CP allows the reviewer to reference budget line items, reasons for the change and identify who initially requested the CP. Several CPs can be included in a single CO. Once a CO is formally executed, it will be uploaded into Owner Insite and the status will then be updated to "Approved". At this point, the CO will be accounted for in the budget under the associated impacted contract/commitment.

A user can create a CO without first establishing a CP, which may result when a change order decision is unanimously agreed upon by the County and consultant/contractor, or if the change is non-monetary and requires little to no review or negotiation between parties. For most changes, using the stepwise process of progressing from a CP to a CO is preferred since it: (1) establishes continuity through the change process; (2) allows for more efficient, thorough review; and (3) documents all pertinent information related to the change order.

Each step of the change order process allows the user to save the change order or save and distribute the change order via e-mail directly through Owner Insite. Distribution of the change order maintains effective communication by notifying all affected members of the Project Team of the potential, requested, or executed change order. Reviewers can return the change order to the requester through email once the status of the change order has been updated or if responses have been added.

Owner Insite maintains a record of potential and actual change orders, as well as a cumulative total of the dollar amounts. The PM team will monitor and report on the sum of the change orders as a percentage of the total contract value. If the dollar value is such that a contract amendment may be required, the team members will discuss and elevate the issue through the appropriate channels.

5. RISK MANAGEMENT

PURPOSE

This chapter is intended to assist the PM Team in actively identifying and managing risks to successfully deliver the Project. This chapter describes risk concepts, implementation strategy, and key tools for identifying and tracking risks. This document will be utilized as a primary reference and guide to manage the risks associated with this program.

INTRODUCTION

Meeting the objectives of the Project requires proactive planning, coordination, execution, and program controls with respect to risk management. Risk management involves processes of risk identification, risk assessment, and risk response and monitoring.

Overall, risk management must be integrated into the culture of project delivery in which all project participants share the responsibility of identifying and planning for risks to the project's cost and schedule. Well-established methods of risk analysis must be performed to help assess the understanding of and feedback on the impact of risks. However, risk management ultimately involves active communication about these risks as well as detailed plans for avoiding or minimizing negative impacts, or, potentially, exploiting opportunities.

Active processes of risk management can help the project to:

- Detect risks and avoid surprises
- Focus on key issues and prioritize actions
- Make more informed decisions and achieve better outcomes
- Stimulate creative team thinking and innovation
- Communicate with key stakeholders (e.g., Hidalgo County) on project status, issues, and challenges.

RISK EVALUATION PROCESS OVERVIEW

A risk evaluation process is a structured approach to assessing project status with respect to known and unknown issues. The structured process includes several steps that are intended to ensure the effective use of information revealed in the process. As illustrated in Exhibit 10, risk management activities follow a circular process of risk assessment, evaluation, review, action, and re-assessment.

Specifically, these activities include:

- **Identify and Quantify Risks:** Using a combination of data- and judgment-based methodologies, identify and quantify the risks facing the project. This step produces a Risk Register, which summarizes the risks and can be used in subsequent steps of the process.
- **Assess Impacts on Scope, Cost, and Schedule:** Analyze the impact of identified risks in combination, and their implications for program scope, cost, and schedule.
- **Identify Risk Response Strategies:** Identify potential strategies to mitigate risks.

- **Evaluate Risk Response Strategies:** Perform a qualitative or quantitative evaluation of the risk response strategies identified in Step 3 to demonstrate “value for money” (i.e. is the strategy worth implementing?). This may result in revisions to the risk response strategies.
- **Monitor and Control Risks:** This final step is slightly different from the others, as it represents an ongoing process of control, review, and revision. It involves tracking risks over time and flagging potential issues; taking actions prescribed in the risk response strategies; and revising the Risk Register as needed. This step may also involve assigning the risks to different members of the Project Team for closer monitoring.



Exhibit 10: Typical Project Risk Management Plan

RISK ANALYSIS THROUGHOUT THE PROJECT LIFECYCLE

Risk assessment and associated mitigation activities will change throughout the project cycle. In the early stages of the project, high levels of uncertainties complicate project planning and analyses. It is not until the design has sufficiently progressed that a better handle on project costs and schedule is obtained. And still, a substantial number of issues are often revealed only after construction is underway, for example, when excavation begins to reveal issues that geotechnical surveys missed.

In Exhibit 11, the conceptual diagram compares the relative levels of known/quantifiable, known/not quantifiable, and unrecognized costs over the project life cycle.

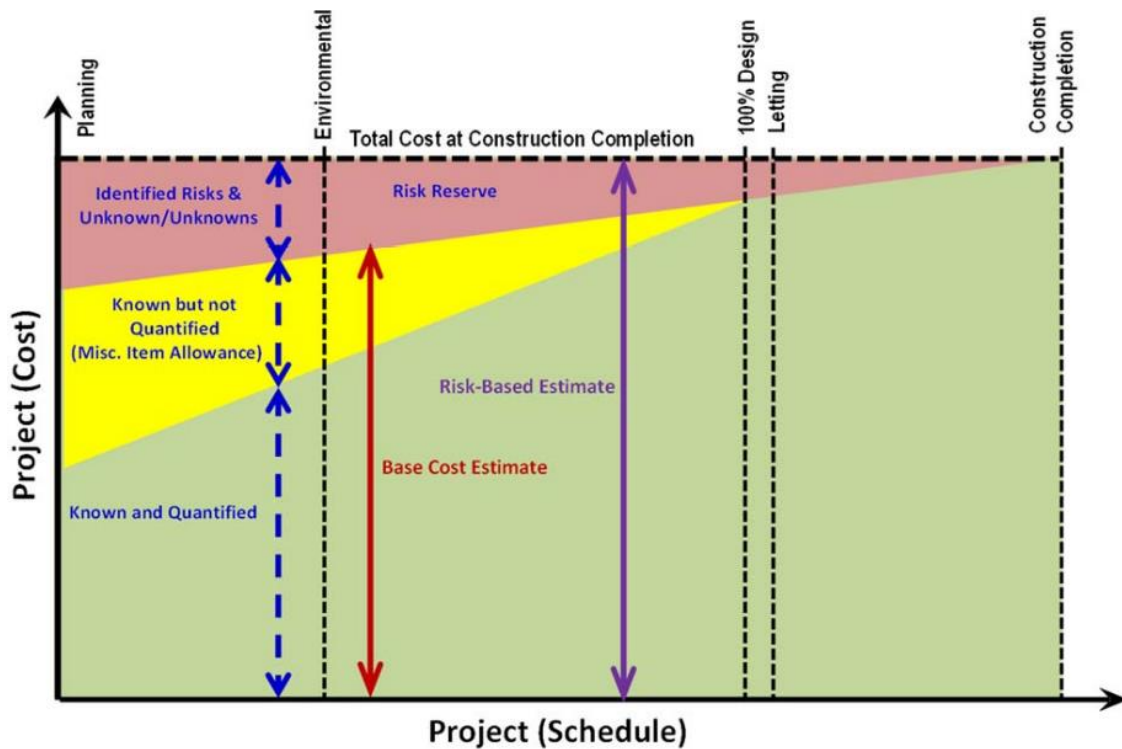


Exhibit 11: Risk Awareness and Exposure over the Project Life Cycle

In the early stages of typical projects, unrecognized issues can represent a relatively higher level of latent cost risk. Conventional contingency percentages are intended to capture these issues, but they may not be adequate because they fail to account for unrecognized costs. An underlying purpose of the risk analysis is to identify the risks that represent unrecognized costs and to take mitigation actions, if available. The focus of a risk assessment also changes during the project cycle as information about the project grows, as shown in Table 6.

Table 6: Description of Risk and Risk Assessment Objectives over Project Cycle

Phase	Planning/ Programing	Preliminary Design	Final Design	Construction/Demolition
Status	<ul style="list-style-type: none"> -Project details not defined; environmental not complete -Funding possible not committed -Public support uncertain 	<ul style="list-style-type: none"> -Comprehensive definition of project goals. -Environmental reviews approaching completion (Record of Decision). -Initial approvals received but long-term funding commitments still to be determined. -High cost and schedule contingencies. 	<ul style="list-style-type: none"> -Project goals communicated to contracting partners. -Projects scope, cost, and schedule well defined. -Minor open issues since all cost and design detail well advanced. -Construction approvals, including permits and agreements, not yet final. 	<ul style="list-style-type: none"> -Design complete; project defined. -Commitments (funding, policy, etc.) in place. -Construction in progress.

Typical Risk Issue	<ul style="list-style-type: none"> -Fatal or significant environmental economic impacts. -Funding uncertainty. -Uncertain political and public support. -Competing interests and competing projects. 	<ul style="list-style-type: none"> -Changes to project scope and budget. -Costs of environmental compliance. -Appropriate procurement methods. -Changes in design requirements. -Right-of-way acquisition. -Technical uncertainties. -Errors or omissions in quantities, inaccurate unit prices. -Market conditions. -Funding uncertainty. 	<ul style="list-style-type: none"> -Changes to project scope and budget. -Errors or omissions in quantities, inaccurate unit prices. -Changes in design requirements. -Market conditions, permit requirements. 	<ul style="list-style-type: none"> -Contractor performance, construction quality. -Final permitting, right-of-way acquisition. -Unanticipated site/working conditions. -Field design changes. -Construction safety.
Objectives for Risk Assessment	<ul style="list-style-type: none"> -Identify implementation challenges-political, public acceptance, and approvals. -Establish the order of magnitude costs by option. -Identify major design and construction risks. 	<ul style="list-style-type: none"> -Identification, quantification, and likelihood of major scope, budget, and schedule risks for all major project components. -General definition of and total probable project costs. -Risks of alternative design concepts, and procurement methods. 	<ul style="list-style-type: none"> -Identification, quantification, and the likelihood of all identifiable scope, budget, and schedule risks for all project components. -Detailed definition of base costs, risk costs, and total probable project costs. -Validation of reasonableness of contingencies in the project budget and schedule. 	<ul style="list-style-type: none"> -Targeted assessment of construction problems, causes, and potential cost/schedule impacts. -Identification and systematic evaluation of possible corrective actions.
Expected Outcomes	<ul style="list-style-type: none"> -Better understanding of environmental, engineering, and construction issues facing each project alternative. -Order of magnitude risk costs and possible total cost range for each option. 	<ul style="list-style-type: none"> -List of major project risks. -Reasonable estimate of risk costs and probable total project costs and duration. -Long list of risk mitigation strategies -Preliminary risk management plan, focused on design and constructability risks. -Preliminary risk allocation planning. 	<ul style="list-style-type: none"> -List of major critical risks, prioritization of risks based on impacts on total project cost and duration. -Estimate risk costs and probable total project costs and duration. -Costs/benefits of risk mitigation and risk allocation strategies. -Risk management and allocation plan. 	<ul style="list-style-type: none"> -Analysis of specific problems. -Costs/benefits of possible corrective actions. -Corrective action plan that will allow project sponsors/owners to maintain (or recover) schedule and avoid cost overruns.

Table 6 illustrates how typical risk issues change through project stages, from planning to construction. For example, in the early phases, a greater uncertainty relates to scope, procurement methods, and technical issues. Whereas during design, risks due to errors and omissions, changing design requirements, and market conditions become more relevant. Finally, contractor performance and safety are the only real risks during construction. The table also shows how the objectives of the risk assessment, and expected outcomes change over time.

RISK REGISTER

The Risk Register, a key tool for risk management, is used to record important information on project risks. Initially, a risk list is developed to account for specific events that could impact costs and/or schedule. The list can contain both threats and opportunities. These risks can be classified as technical (i.e., geotechnical, structural, or environmental design considerations), non-technical (i.e. right-of-way costs, regulatory concerns, or market conditions), or political (i.e. funding, legal challenges, or scope changes). Examples of event risks include the potential for additional requirements to meet environmental regulations, adverse geotechnical conditions in constructing retaining walls, or the discovery of unexpected utilities.

The Risk Register combines information on the nature of the risk (i.e. a brief description of the event), its probability of occurrence, its cost and/or schedule impact, and the activities potentially impacted. The Risk Register will be maintained in Teamwork; an illustration is provided in Appendix B.

The Risk Register includes a calculated field called a Probability Impact Score. This field is calculated by multiplying the potential impact by the probability of occurrence. The Team will monitor the total Probability Impact Score of the items on the Risk Register and provide updates as needed.

6. QUALITY ASSURANCE AND QUALITY CONTROL PLAN

PURPOSE

The purpose of the Quality Assurance (QA) and Quality Control (QC) Plan is to describe the QA activities of the PM Team and to set consistent QA/QC expectations of the consultants and contractors that will contribute to the Project.

The goals of the QA/QC Plan are:

- Minimize errors and omissions
- Reduce the risk of schedule delays and cost changes
- Maintain compliance during and after construction

Although this plan helps to reduce risk, it is focused on QA/QC of deliverables. Refer to Chapter 5 for a discussion on risk management strategies that will be employed throughout the project.

The intent of the QA/QC Plan is to set clear quality management requirements and procedures for all project participants. Questions about the QA/QC Plan should be directed to the Program Manager.

OVERVIEW OF QUALITY MANAGEMENT

The QA/QC Plan covers the quality management requirements of all project participants, including, but not limited to: the PM Team; design consultants; non-design consultants; and contractor. All project participants are expected to proactively conduct quality management. Each project participant is responsible for maintaining a high standard of performance and providing high-quality work that incorporates industry best practices, complies with local, state, federal requirements and guidelines, and meets the expectations of the County.

Table 7 provides a high-level overview of the QA/QC process. All QA and QC documentation will become part of the project files.

Table 7: Overview of QA/QC Process

Phase	Step 1	Step 2	Step 3	Step 4	Step 5
Activity	Develop Work Products	Conduct Reviews	Address and Resolve Review Comments	Audit/Approve QC Activities for Work Products	Submit Documentation of QC Audit to PM Team for Approval
Participants	Design Consultant/ Non-Design Consultants	QC Reviewers	Design Consultant/ non-Design Consultants, QC Reviewers	Consultants/ Contractor/ Project Manager	Consultants/ Contractor/ Project Manager, PM Team
Documentation Required	Calculations, Assumptions, other documentation, etc.	Consultant QC Forms	Responses and Resolution of QC Comments	Consultant QA Forms	QC and QA Forms Logged in Owner Insite

Table 8 presents an overview of the QA/QC requirements for the PM Team and project participants. The exact requirements will be adjusted as needed based on the contractual arrangements that are defined for participants in future phases and their approved QA/QC plans. For construction phases, QC requirements for the contractor as well as QA/QC activities for the Designer and PM/CM will be defined in the construction contract(s).

Table 8: Overview of QA/QC Requirements

Participant	Quality Management Activities	
PM Team	Quality Assurance	<ul style="list-style-type: none"> ▪ Verify QC documentation is submitted by project participants with deliverables. ▪ Periodically audit QA/QC documentation of project participants.
Other project Participants	Quality Control	<ul style="list-style-type: none"> ▪ Conduct independent QC reviews of each deliverable prior to submittal to the PM Team. ▪ Document responses to review comments and sign-off that QC comments have been addressed with the reviewer ▪ Provide written documentation of QC reviews to the PM Team along with the deliverables.
	Quality Assurance	<ul style="list-style-type: none"> ▪ Conduct and provide written documentation to the PM Team that QA audits have been conducted for QC activities. ▪ Audit documentation must include the auditor’s sign-off.

PM TEAM REQUIREMENTS

The PM Team will conduct QA activities throughout the life of the project. Additionally, the PM Team will perform a QC review of documents and deliverables generated by the PM Team during the planning phase of the project (Phase 1). The following sections summarize the anticipated PM Team activities for both QA and QC efforts.

Quality Assurance Requirements

The PM Team will be responsible for conducting QA reviews to monitor the compliance of project participants with the QA/QC Plan. The QA will include a review of QC forms provided with deliverables and a periodic audit of project participants QA and QC documentation.

Quality Control Requirements

The PM Team will perform QC reviews of work products that are generated by the PM Team, which will include technical memoranda (TM) and reports. For Phase 1 and future phases, the PM Team will also perform QC reviews of documents produced for distribution to the public or to other consultants, including requests for proposals (RFP). The work products for Phase 1 are summarized in Table 9.

Table 9: Deliverables for Pre-Design

Phase	Deliverables
Phase II	Documents Matrix
	Stakeholder Register; AHJ Matrix
	Project Introduction Letters; Meeting Documents; Correspondence
	Preliminary Project Schedule Identifying Major Tasks and Milestones
	Preliminary Project Budget
	Owner Insite – Project Management Information System
	Formal Presentation to Hidalgo County Commissioners’ Court
	Program Management Plan with Supporting Tables and Exhibits
	Meeting Documents of Project Development

Procurement Requirements

During the preparation of procurement documents, the PM Team will establish specific requirements for QC programs to be provided and followed by each project participant. These requirements will be tailored to the type of service and/or professional.

PROJECT PARTICIPANT REQUIREMENTS

Other project participants in the Project, including design consultants, non-design consultants, and contractors will be responsible for conducting QC activities that adhere to this QA/QC Plan and as specified by each respective procurement.

Each consultant and contractor will be required to prepare and submit a QC Plan to the PM Team for approval. At a minimum, the QC Plan must specify the QC reviewers, QC forms to document reviews and responses to QC comments, and any pertinent documentation. The documentation received from the project participants will become part of the project files and stored in Owner Insite.

The PM Team expects that project participants will plan work to allow sufficient time and budget to properly execute their QA/QC Plan.

Quality Control Requirements

The project participants will be responsible for conducting QC reviews. In order to facilitate QC and QA reviews, it is expected that the project participants maintain organized and clear project files, documentation, and calculations. The QC reviews include verifying the following (as appropriate to each participant):

1. Information, assumptions, and data used in the analysis
2. Basis of design, calculations, the rationale for decisions, results, etc.
3. Methodology
4. Deliverable is complete according to the scheduled level of completeness
5. Deliverable meets industry standards, regulations, project requirements, and County expectations
6. Clarity of writing, proper format, and correct grammar
7. Deliverable was prepared by qualified individuals
8. Meets contractual scope
9. Maintains consistency with the Program Charter

QC reviews shall be performed before deliverables are submitted to the PM Team or the County. For services that do not result in a document, QC activities shall be performed to align with this QA/QC Plan.

Table 10 provides a summary of anticipated deliverables from project participants for the Project. Deliverables for each project participant will be defined in each RFP. The anticipated deliverables may include, but are not limited to the following:

Table 10: Anticipated Deliverables from Project Participants for Design to Post-Construction

Phase	Anticipated Deliverables
Throughout the Project	QA/QC Plan
Pre-Design	
	Scope Definition of Phase II
	Identify Stakeholders/AHJ's
	Develop Preliminary Schedule
	Develop Preliminary Budget
	Environmental Assessment
	Program Management Plan
Design	
	100% PS&E
	Project Delivery Method Recommendation
	Individual Project Scope Definition
	Site Assessments
Procurement	
	Bid Packages
	Bid Analysis/Recommendations
	GMP Presentation
	Present GMP to Hidalgo County Commissioners Court
	Contracts, Licenses, Workers Comp Certificates, P&P Bonds
Construction	
	Pre-Con Meeting
	Issuance of NTP
	Submitted Schedule of Values
	RFI's, responses, and status reports
	Shop Drawings, review comments, and status reports
	Daily Reports
	Project Schedule
	Look-ahead Schedules
	Safety Meetings, Reports, and Trainings
	OAC Meeting Minutes
	Change Proposals requests and status reports
	Work Change Directives and status reports
	Change Orders and their status reports
	Performance Testing Plans
	O&M Manuals
	Staff Training Plan
	Performance testing and certification
Post-Construction	
	Final Acceptance
	Record Drawings
	Warranty Documentation
	File closeout and archiving
	<i>*All anticipated deliverables are subject to change.</i>

Quality Assurance

The assigned QA auditor for each project participant will be responsible for conducting QA audits to verify compliance with their QA/QC plan.

7. MODULAR RELOCATION PLAN

INTENT

The intent of this section is to present scenarios that may assist the County in making a final decision in the Relocation of the modular buildings. Each of the following will identify the potential change in scope and outline the implications associated with changing the scope.

BACKGROUND

In January of 2022, B2Z/Brownstone (Program Manager) was given direction by Hidalgo County ORC on the project scope to include in the Program Management Plan (PMP). Included in that scope was the relocation of the modular buildings located in the northwest corner of the courthouse square. The original intent was to relocate the buildings to sites designated by precinct no. 1 and precinct no. 4, but now, other options are being considered.

SCENARIO 1 - RELOCATE MODULARS

We continue down the path of the original plan, which was to decommission the modulars on site, transport them to their respective new sites, prep new site to receive the existing modulars, then reconnect the modulars to their new utilities and make them CO ready. Engineers would need to be procured to develop construction documents for the relocation of the modulars. A summary of the construction documents required are listed below.

Site Civil Infrastructure Plans, Specifications & Estimates to include, but are not limited to:

- Pad site preparation
 - All necessary site Utilities (water, sanitary sewer, electrical, storm sewer, etc.)
 - Parking lot
 - Drainage
 - Sidewalks
 - ADA compliance (Project registration and certification with the Texas Department of Licensing & Regulations)
 - Fencing and gate(s), if necessary
 - Landscape and Irrigation
 - Coordination with Authorities Having Jurisdiction (AHJ's)
-
- Deconstruction plans for the modular building(s) they are preparing site civil plans for to include, not limited to:
 - Utility disconnections and capping plans
 - Deconstruction of existing canopy and decking
 - Removal of outdoor bench seating
 - Deconstruction/Partitioning plans for the modular building(s) to include demolition of flooring, ceilings, etc. as necessary to prepare units for transport
 - Instructions for winter sealing pipes and coverings for all exposed interior spaces

- Reconstruction plans for the modular building(s)
 - Necessary Permits, if applicable
 - Building orientation
 - Limited Reconstruction plans (scope TBD)
 - Utility reconnections
 - Stairs, Ramps, and/or decking for building access (ADA compliance)

If the modulares are relocated, no re-design of the parking facility will be required. However, construction of the parking facility cannot commence until demolition of the existing courthouse is complete. Financial impact will need to be determined once a CMAR has been procured and more information is available.

SCENARIO 2 - MODULARS TO REMAIN

We leave the existing Modulares in place, modifications to one of the modular units will still be necessary to accommodate the corner clip as part of the SH107 project.

If the modulares remain, the following tasks will be required by the PM and design team. We estimate that these tasks will have a duration of ~ 6-8 months, but ***please note that this delay does not impact the critical path of the project.*** Financial impact will need to be determined once a CMAR has been procured and more information is available.

Additional Tasks:

1. Re-engage (develop scope & negotiate) design team. (PM)
2. Redesign parking lot (Design)
3. Modify PMP (PM)
4. Modify budget (PM/Design)
5. Modify schedule (PM)
6. Analyze impacts (time/cost) on scope changes requested. (PM)
7. On-going coordination with HC and key stakeholders. (PM/Design)

SCENARIO 3 - SELL MODULARS

Sell the modular buildings and remove them from the courthouse square.

If the modulares are sold, no re-design of the parking facility will be required. However, construction of the parking facility cannot commence until demolition of the existing courthouse is complete. Financial impact will need to be determined once a buyer is identified and more information is available.

8. ENVIRONMENTAL SERVICES & DEMOLITION MANAGEMENT PLAN

INTRODUCTION

Environmental Services

Hidalgo County retained the Environmental Services of Terracon Consultants, Inc. (Terracon) on December 14, 2021. Terracon will conduct the following environmental services for the project:

- Phase I Environmental Site Assessment
- Hazardous Materials Survey
- Microbial Assessment
- Asbestos Consulting Services

An environmental services work schedule was not provided with the proposal. The PM team will coordinate with Terracon to obtain an updated schedule reflecting the tasks and reports to be conducted. These tasks will be reflected on the PM team’s master program schedule.

Terracon will develop a site-specific set of asbestos abatement plans and specifications for the removal and disposal of the identified ACM from the facilities associated with the project. The specifications will be prepared by a TDSHS Licensed Individual Asbestos Consultant in accordance with current local, state, and federal regulations. An electronic copy of the document will be provided to Hidalgo County, one of which will be provided to the Asbestos Abatement Contractor selected to perform the abatement work. The specifications will define abatement practices, procedures, and inspection protocols

Abatement & Demolition Services

Abatement and Demolition Services will be undertaken by a qualified and licensed demolition contractor. The contractor will be tasked with preparing a Comprehensive Abatement & Demolition Management Plan. The PM team will review the submitted plan following the QA/QC guidelines set forth in Chapter 6 of this plan.

SALVAGE MANAGEMENT PLAN

Hidalgo County provided a salvage plan to the architect that has been incorporated in the project Construction Documents. The plan outlines which party is responsible for the removal of each item listed (reference Table 11).

Table 11: HCCH Salvage List

No.	Building	Item	Location
1	Courthouse	Dedication Plaque	Lobby
1	Courthouse	County seal	370 th
1	Courthouse	County seal	275 th
1	Courthouse	County seal	139 th
1	Courthouse	County seal	92 nd
1	Courthouse	County seal	398 th
1	Courthouse	County seal	389 th
1	Courthouse	County seal	332 nd
1	Courthouse	County seal	93 rd
1	Courthouse	County seal	206 th

1	Courthouse	County seal	Probate
1	Courthouse	County seal	CC #5
1	Courthouse	County seal	CC #6
1	Courthouse	County seal	CC #1
1	Courthouse	County seal	CC #4
1	Courthouse	County seal	CC #2
1	Courthouse	County seal	464 th
1	Courthouse	County seal	1 st Floor
1	Courthouse	County seal	Court 9
1	Courthouse	County seal	Court 10
2	Courthouse	Norton Automatic Door Operators	North Entrance
1	Courthouse	Power Supply	North Entrance
4	Courthouse	Wave to Open Modules	North Entrance
1	Courthouse	Norton Automatic Door Operators	East Entrance by District Clerk
1	Courthouse	Adams Rite Steel Hawk Electric Lock with Push Paddle	East Entrance by District Clerk
1	Courthouse	Power Supply	East Entrance by District Clerk
1	Courthouse	DETEX EAX500	East Entrance by District Clerk
1	Courthouse	All Electric Components to Sliding Door	East Entrance Main
1	Courthouse	All Electric Components to Sliding Door	Employee Entrance West Side
1	Courthouse	IT-Generator and Transfer Switch	Interior West Side
1	Courthouse	Basement Air Compressor	Northwest Side
1	Courthouse	Basement Air Compressor	Northeast Side
1	Courthouse	Security Booth	Northwest Side
3	Courthouse	Drainage Sub Pumps	East and West Side
1	Courthouse	Elevator Room-Window Unit	Roof Top
-	Courthouse	Covid-Faucet	Throughout the Courthouse
1	Courthouse	Covid-Water Fountains	1 st Floor
2	Courthouse	Covid-Water Fountains	3 rd Floor
-	Courthouse	HVAC-Remo Halo's	Throughout the Courthouse
-	Courthouse	Powder Coated Fencing & Gate's and Motors	North and West Side
3	Courthouse	Light Poles	West Side Parking Lot
2	Courthouse	Camera Poles	West Side Parking Lot
2	Annex I AUX-Courts	A/C Mini Splits Court #9	South Side
2	Annex I AUX-Courts	A/C Mini Splits Court #10	South Side
1	Annex I AUX-Courts	A/C Mini Splits Courts A &B	West Side
4	Annex I AUX-Courts	HVAC – Remo Halo's	Roof Top
-	Courthouse	Lever Handle Locksets	Throughout the Courthouse
3	Modulars	Three Portable Modular Buildings	Northwest Side

APPENDICES

APPENDIX A: STAKEHOLDER REGISTER

Hidalgo County Courthouse Phase II - STAKEHOLDER REGISTER

Project Name:		Hidalgo County Courthouse Phase II			Completed By:		Justin Salinas
Project Manager:		B2Z Engineering/Brownstone Consultants			Date:		3/Jan/22
Sr. No.	Name	Title	Entity/Firm	Role	Contact	Email	
1	Richard F. Cortez	County Judge	Hidalgo County	Governing Committee	(956) 318-2600	richard.cortez@co.hidalgo.tx.us	
2	David L. Fuentes	County Commissioner Pct. 1	Hidalgo County	Governing Committee	(956) 968-8733	commissioner1@co.hidalgo.tx.us	
3	Eduardo "Eddie" Cantu	County Commissioner Pct. 2	Hidalgo County	Governing Committee	(956) 787-1891	eduardo.cantu@co.hidalgo.tx.us	
4	Everardo "Ever" Villarreal	County Commissioner Pct. 3	Hidalgo County	Governing Committee	(956) 585-4509	ever.villarreal@co.hidalgo.tx.us	
5	Ellie Torres	County Commissioner Pct. 4	Hidalgo County	Governing Committee	(956) 383-3112	ellie.torres@co.hidalgo.tx.us	
6	Valde Guerra	County Executive Officer	Hidalgo County	ORC	(956) 292-7655	valde.guerra@co.hidalgo.tx.us	
7	Issac Sulemana	County Judge Chief of Staff	Hidalgo County	ORC	(956) 292-7655	issac.sulemana@co.hidalgo.tx.us	
8	Vidal Roman	County Budget Officer	Hidalgo County	ORC	(956) 292-7025	vidal.roman@co.hidalgo.tx.us	
9	Rey Salazar	Strategic Planning Director	Hidalgo County	ORG	(956) 292-7025	rey.salazar@co.hidalgo.tx.us	
10	David Suarez	Pct. 1 Chief of Staff	Hidalgo County	ORC	(956) 968-8733	david.suarez@co.hidalgo.tx.us	
11	Armando Garza	Pct. 2 Chief of Staff	Hidalgo County	ORC	(956) 787-1891	armando.garzair@co.hidalgo.tx.us	
12	Jorge Arcaute	Pct. 3 Chief of Staff	Hidalgo County	ORC	(956) 585-4509	jorge.arcaute@co.hidalgo.tx.us	
13	Velinda Reyes	Pct. 4 Chief of Staff-External Affairs	Hidalgo County	ORC	(956) 383-3112	velinda.reyes@co.hidalgo.tx.us	
14	Dr. Jennifer Mendoza Culbertson	Pct. 4 Chief of Staff-Internal Affairs	Hidalgo County	ORC	(956) 383-3112	jennifer.mendoza@co.hidalgo.tx.us	
15	Oscar Villarreal	Director of Facilities	Hidalgo County Facilities	ORC	(956) 289-7850	oscar.rvillarreal@co.hidalgo.tx.us	
16	Roy Quintanilha	Executive Offices Program Manager	Hidalgo County	ORC	(956) 289-7850	roy.quintanilha@co.hidalgo.tx.us	
17	Daniel Salinas	Director of I.T.	Hidalgo County	ORG	(956)289-7850	daniel.salinas@co.hidalgo.tx.us	
18	Eduardo Belmarez	Director of Purchasing	Hidalgo County	ORC	(956) 289-7850	eduardo.belmarez@co.hidalgo.tx.us	
19	Hector Garcia	Contract Specialist III	Hidalgo County Purchasing	Purchasing	(956) 318-2626	hector.garcia1@co.hidalgo.tx.us	
20	Reza Badiozzamani	Senior Project Manager	B2Z Engineering	CM	(956) 585-3773	reza@b2zeng.com	
21	Art Garza	Senior Project Manager	B2Z Engineering	CM	(956) 585-3773	art@b2zeng.com	
22	David Rivera	Senior Construction Inspector	B2Z Engineering	CM	(956) 585-3773	davidr@b2zeng.com	
23	Bahareh Bathaei	Construction Record Keeper/ Administrative Assistant	B2Z Engineering	CM	(956) 585-3773	bahareh@b2zeng.com	
24	Karina Munoz	Director of Marketing	B2Z Engineering	CM	(956) 585-3773	karina@b2zeng.com	
25	Carlos Del Angel	Senior Project Manager	Brownstone Consultants	CM	(956) 802-9979	carlos@bstone.biz	

26	Justin Salinas	Project Manager	Brownstone Consultants	CM	(956) 605-8388	justin@bstone.biz
27	David Chacon	Director of CEI	Brownstone Consultants	CM	(956) 429-9033	david@bstone.biz
28	Tom Reyna	Assistant City Manager	City of Edinburg	AHJ	(956) 388-8207	treyrna@cityofedinburg.com
29	Francisco J. Chavero Jr.	Section Manager	TCEQ	AHJ	(956) 430-6032	francisco.chavero@tceq.texas.gov
30	Mark Wolfe	Executive Director	Texas Historical Commission		(512) 463-6100	mark.wolfe@co.texas.tx.us
31	Alicia Soto-Barker	Planner	TCJS	AHJ	(512) 463-3236	alicia.barker@tcjs.state.tx.us
32	Jesus Garcia	Engineer	TXDoT	AHJ	(956) 702-6101	jesus.garcia9@txdot.gov
33	Sylvia Hobbs	Deputy Regional Director	Texas Department of State Health Services	AHJ	(956) 423-0130	sylvia.hobbs@st.texas.tx.us
34	John Olague	External Services	AEP	AHJ	(956) 283-2302	jolague@aep.com
35	Oscar Garcia	Phase I Program Manager	Jacobs	Phase I PM	(956) 357-4507	oscar.garcia@jacobs.com
36	Mike Brenchley	Principal	HDR Architecture, Inc.	Architect	(972) 960-4000	mike.brenchley@in.hdr.tx.us
37	Halden Tally	Principal	HDR Architecture, Inc.	Architect	(972) 960-4000	halden.tally@in.hdr.tx.us
38	John Niesen	Project Manager	HDR Architecture, Inc.	Architect	(972) 960-4000	john.niesen@hdr.com
39	Barry Peterson	Project Architect	HDR Architecture, Inc.	Architect	(972) 960-4000	barry.peterson@in.hdr.tx.us
40	Trey Heaton	Principal, Civil, &Landscape	HDR Architecture, Inc.	Architect	(972) 960-4000	trey.heaton@in.hdr.tx.us
41	Katherine Beckett	Landscape Architect	HDR Architecture, Inc.	Architect	(972) 960-4000	katherine.beckett@in.hdr.tx.us
42	James Gabel	Low Voltage	HDR Architecture, Inc.	Architect	(972) 960-4000	james.gabel@in.hdr.tx.us
43	Jose Delgado	Director of MEP	Half Associates, Inc.	MEP Engineer	(956) 664-1960	jose.delgado@in.half.tx.us
44	Kyle Hunter	Mechanical Team Leader	Half Associates, Inc.	MEP Engineer	(956) 664-1960	kyle.hunter@in.half.tx.us
45	Ray Peynado	Electrical Engineer	Half Associates, Inc.	MEP Engineer	(956) 664-1960	ray.peynado@in.half.tx.us
46	Robert Villalpando	Electrical Engineer	Half Associates, Inc.	MEP Engineer	(956) 664-1960	robert.villalpando@in.half.tx.us
47	Chet Leugers	Senior Project Manager	Pacheco Koch	Civil Engineer	(XXX) XXX-XXX	chet.leugers@ko.pacheco.tx.us
48	Alfonso A. Soto	Principal	Terracon	Geotechnical Engineer	(956) 283-8254	alfonso.soto@te.terracon.tx.us
49	Julio Cerda	Principal	STIG	Precinct 4 Civil Engineer	(956) 451-2670	julio@southtexasig.com
50	Robert Salinas	Principal, Engineer	J&R Engineering	Precinct 1 Civil Engineer	(956) 432-5851	rsalinas@jrengineeringtx.com
51	TBD			CMAR	(XXX) XXX-XXX	
52	TBD			Abatement Contractor	(XXX) XXX-XXX	
53	TBD			Modular Building Site Engineer	(XXX) XXX-XXX	
54	TBD			Modular Building Relocation	(XXX) XXX-XXX	
55	TBD			Site Improvement/M	(XXX) XXX-XXX	
56	TBD			Demolition Contractor	(XXX) XXX-XXX	
57	TBD			Site Parking Contractor	(XXX) XXX-XXX	

APPENDIX B: RISK REGISTER

Risk Register											
Project	ID	Risk Source	Probability	Probability Value	Impact	Impact Value	Result	Impacts Cost	Impacts Schedule	Impacts Performance	Mitigation Plan
Hidalgo County Courthouse Ph II	1	Site Logistics	HIGH	9	HIGH	9	81	1	0	1	<ul style="list-style-type: none"> * Contractor outreach * Coordination * Proper scheduling of activities * Proper signage
Hidalgo County Courthouse Ph II	2	Communication	HIGH	8	HIGH	8	64	1	1	1	<ul style="list-style-type: none"> * Consistent * Constant * OAC * PMIS * Document Tracking
Hidalgo County Courthouse Ph II	3	Price Escalation	HIGH	7	HIGH	7	49	1	0	0	<ul style="list-style-type: none"> * Timely submittals * Allowing materials on hand (MOH) * Allowing alternate materials * Constant coordination
Hidalgo County Courthouse Ph II	4	Payment	MEDIUM	6	HIGH	7	42	1	1	1	<ul style="list-style-type: none"> * Timely payments to vendors * Adhere to pay schedules and due dates * Allow for timely review
Hidalgo County Courthouse Ph II	5	Workforce Shortages	MEDIUM	6	MEDIUM	6	36	1	1	1	<ul style="list-style-type: none"> * Contractor outreach * Contractor pre-qualification * Procurement schedule strategy * Alternative delivery methods
Hidalgo County Courthouse Ph II	6	Pre-Construction Delays	MEDIUM	6	MEDIUM	6	36	1	1	0	<ul style="list-style-type: none"> * Identify all and any types of permits * Identify all and any fees associated * Allow site assessment prior to construction * Provide environmental assessments * Define the scope of work * Excellent coordination with AHJ's
Hidalgo County Courthouse Ph II	7	Safety	MEDIUM	6	MEDIUM	6	36	0	1	1	<ul style="list-style-type: none"> * Must have OSHA approved certificates * Must have OSHA approved training hours * Coordinate with Safety Department * Have safety plans, MSD Sheets, Training Logs, Safety Record, etc.
Hidalgo County Courthouse Ph II	8	Supply Chain Issues	HIGH	7	MEDIUM	5	35	1	1	1	<ul style="list-style-type: none"> * Identification of long lead items * Sourcing/specifying project materials * Coordination with design consultants * Basis of design procurement * Identify alternate options
Hidalgo County Courthouse Ph II	9	Design Errors/Omissions	MEDIUM	5	MEDIUM	6	30	1	1	1	<ul style="list-style-type: none"> * Incorporate plan review meetings * Engage a CMAR * Have clearly defined scope of work

Hidalgo County Courthouse Ph II	10	Changes Orders	MEDIUM	5	MEDIUM	5	25	1	1	0	<ul style="list-style-type: none"> * Well written contract * Having a CMAR prior to design phase * Discipline coordination during design phase * Consistent bi-weekly meetings * Allowing alternate procurement to the project
Hidalgo County Courthouse Ph II	11	Unforeseen Site Conditions	MEDIUM	4	MEDIUM	5	20	1	1	1	<ul style="list-style-type: none"> * Utility investigation (SUE) * Sub-surface exploration (Geo-Tech) * Review historical data on hand
Hidalgo County Courthouse Ph II	12	Funding Shortage	MEDIUM	4	MEDIUM	4	16	1	1	0	<ul style="list-style-type: none"> * Identify sources * Clearly define the scope of work * Allow alternate materials selection * Value engineering
Hidalgo County Courthouse Ph II	13	Contractor Performance	MEDIUM	4	MEDIUM	4	16	1	1	1	<ul style="list-style-type: none"> * QA/QC * Daily Inspections / Reporting * OAC Meetings * Schedule Adherence
Hidalgo County Courthouse Ph II	14	Force Majeure	LOW	3	LOW	3	9	1	1	0	<ul style="list-style-type: none"> * Well written contract * Timely responses * Coordination with Owner/ Contractor * Emergency meetings
Hidalgo County Courthouse Ph II	15	Uncertain Political and Public Support	LOW	3	LOW	3	9	1	1	0	<ul style="list-style-type: none"> * Public meetings * Clearly defined scope of work * Public Outreach
Hidalgo County Courthouse Ph II	16	Salvaged Material Coordination	LOW	3	LOW	2	6	0	0	1	<ul style="list-style-type: none"> * Coordination with Facilities Department * Review salvage plan * Clear communication

APPENDIX C: EXISTING PROJECT DOCUMENTATION LOG

Hidalgo County Courthouse Phase II Existing Project Documentation Log				
Item No.	Document(s) Requested	Received (Y/N)	Date Received	Comments
1	Master site plan	Y	12/30/2021	
2	Any construction documents HDR may have to date (Demolition/meander/parking lot)	Y	12/30/2021	
3	Updated project budget	N		We are still pending this info. Jacobs to provide their preliminary budget for reference.
4	Master schedule	Y	2/7/2022	
5	Updated courthouse construction schedule for Phase I	Y	2/7/2022	
6	Existing reports (geotechnical, environmental, etc.)	Y	2/7/2022	Geotech received, Environmental study has not been performed yet. We have received Terracon's contract/proposal for the environmental services.
7	Surveys (topography, boundary)	Y	2/7/2022	
8	Updated transportation plan for SH 107 roundabout	Y	2/7/2022	The plan provided is what the County received as of August 2021.
9	Existing correspondence; both formal and informal regarding the project	N		Hidalgo County is continuing to compile this information.
10	Hidalgo County's salvage plan	Y	2/7/2022	Contractor only responsible for moving (4) items on salvage plan, this rest will be removed by the owner.
11	Existing Modular Plans	Y	3/18/2022	

APPENDIX D: AUTHORITIES HAVING JURISDICTION MATRIX

Hidalgo County Courthouse Phase II Authorities Having Jurisdiction					
AHJ's	Person Identified	Title	Correspondence	Confirmed Correspondence	Jurisdiction
Hidalgo County	Valde Guerra	County Executive Officer	Email	Yes	Yes
American Electric Power	Lee Jones	Manager, Community Affairs & Customer Sevices	Email	No	Yes
City of Edinburg	Tom Reyna	Assistant City Manager	Email	Yes	Yes
Texas Department of State Health Services	Sylvia Hobbs	Deputy Regional Director	Email	No	Yes
Environmental Protection Agency	Region 6 Field Office		Email	No	Yes
Magic Valley Electric Cooperative	Atanacio Hinojosa	Western Division Manager	Email	Yes	No
Texas Commission on Environmental Quality	Francisco Chavero, Jr.	Section Manager	Email	Yes	Potentially
Texas Commission on Jail Standards	Alicia Soto-Baker	Planner	Email	Yes	Yes
Texas Department of Transportation	Pete Alvarez, P.E.	District Engineer	Email	Yes	Yes
Texas Historical Commission	Mark Wolfe	Executive Director	Email	Yes	No

APPENDIX E: PRELIMINARY BUDGET

***The budget provided below is preliminary and non-binding to the County. The preliminary budget provided is our professional estimate of each respective program element (Phase) and includes construction, A/E fees, allowances, escalation, and industry standard contingency.

Show Projected? <input type="checkbox"/> Show All Accounts? <input checked="" type="checkbox"/> SL3											
Project Accounting	Budget			Commitments				Actual			
	A Initial Budget	B Budget Changes	C Current Budget A+B	D Contracts, POs, Expenses	E Change Orders	F Pending Changes	G Committed Cost D+E+F	H Projected To Complete	I Projected (Over)/Under C-(G+H)	J Incurred Costs	K Balance To Finish (G-J)
▼ A Phase I - Demolition of Existing Courthouse	\$4,067,458	\$0	\$4,067,458	\$0	\$0	\$0	\$0	\$0	\$4,067,458	\$0	\$0
▼ A.1 Construction	\$3,743,016	\$0	\$3,743,016	\$0	\$0	\$0	\$0	\$0	\$3,743,016	\$0	\$0
A.1.A Abatement	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
A.1.B Building Foundation Demo	\$68,636	\$0	\$68,636	\$0	\$0	\$0	\$0	\$0	\$68,636	\$0	\$0
A.1.C Building Demo	\$2,300,000	\$0	\$2,300,000	\$0	\$0	\$0	\$0	\$0	\$2,300,000	\$0	\$0
A.1.D Misc. Site Demo Allowance	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0
A.1.E GMP Contingency	\$224,380	\$0	\$224,380	\$0	\$0	\$0	\$0	\$0	\$224,380	\$0	\$0
▼ A.2 A/E Services	\$324,442	\$0	\$324,442	\$0	\$0	\$0	\$0	\$0	\$324,442	\$0	\$0
A.2.A Design Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
A.2.B Surveys	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0
A.2.C Geotech/CMT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
A.2.D Environmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
A.2.E Program Manager Fee	\$299,442	\$0	\$299,442	\$0	\$0	\$0	\$0	\$0	\$299,442	\$0	\$0
▼ B Phase II - Site Parking	\$1,953,440	\$0	\$1,953,440	\$0	\$0	\$0	\$0	\$0	\$1,953,440	\$0	\$0
▼ B.1 Construction	\$1,643,000	\$0	\$1,643,000	\$0	\$0	\$0	\$0	\$0	\$1,643,000	\$0	\$0
B.1.A Site Work	\$1,400,000	\$0	\$1,400,000	\$0	\$0	\$0	\$0	\$0	\$1,400,000	\$0	\$0
B.1.B Electrical Allowance	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0
B.1.C AV/IT/Access Control Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.1.D Fencing Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.1.E GMP Contingency	\$93,000	\$0	\$93,000	\$0	\$0	\$0	\$0	\$0	\$93,000	\$0	\$0
▼ B.2 A/E Services	\$310,440	\$0	\$310,440	\$0	\$0	\$0	\$0	\$0	\$310,440	\$0	\$0
B.2.A Design Fees	\$115,000	\$0	\$115,000	\$0	\$0	\$0	\$0	\$0	\$115,000	\$0	\$0
B.2.B Surveys	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0
B.2.C Geotech/CMT	\$49,000	\$0	\$49,000	\$0	\$0	\$0	\$0	\$0	\$49,000	\$0	\$0
B.2.D Environmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B.2.E Program Manager Fee	\$131,440	\$0	\$131,440	\$0	\$0	\$0	\$0	\$0	\$131,440	\$0	\$0
▼ C Phase III - Meander/Site Improvements *	\$1,100,000	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0

* Phase III - Meander/Site Improvements budget reduced from \$2,143,134 to \$1,100,000 at the request of Hidalgo County. The scope of the Meander/Site Improvements will need to be reduced to meet this budget.

▼ D	Phase IV - Modular Revisions **	\$121,500	\$0	\$121,500	\$0	\$0	\$0	\$0	\$0	\$121,500	\$0	\$0
▼ D.1	Construction	\$106,000	\$0	\$106,000	\$0	\$0	\$0	\$0	\$0	\$106,000	\$0	\$0
	D.1.A Modular Modification Allowance	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0
	D.1.B GMP Contingency	\$6,000	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0
▼ D.2	A/E Services	\$15,500	\$0	\$15,500	\$0	\$0	\$0	\$0	\$0	\$15,500	\$0	\$0
	D.2.A Design Fees	\$7,000	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$7,000	\$0	\$0
	D.2.B Surveys	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	D.2.C Geotech/CMT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	D.2.D Environmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	D.2.E Program Manager Fee	\$8,500	\$0	\$8,500	\$0	\$0	\$0	\$0	\$0	\$8,500	\$0	\$0
▼ E	AV/IT Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E.1	AV/IT Consultant Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
▼ F	Pre-Design Contingency	\$1,810,600	\$0	\$1,810,600	\$0	\$0	\$0	\$0	\$0	\$1,810,600	\$0	\$0
F.1	25% of Total Costs	\$1,810,600	\$0	\$1,810,600	\$0	\$0	\$0	\$0	\$0	\$1,810,600	\$0	\$0
	Total	\$9,052,998	\$0	\$9,052,998	\$0	\$0	\$0	\$0	\$0	\$9,052,998	\$0	\$0

** Please refer to Scenario 2 (Modulars to Remain) of Chapter 7 (Modular Relocation Plan) of the Program Management Plan (PMP)

Hidalgo County Courthouse
Phase II Project



MONTHLY REPORT
March 2022



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PROJECT BACKGROUND

Project Information

- **Owner:** Hidalgo County
- **Project Name:** Hidalgo County Courthouse Phase II
- **Project Location:** 100 N Closner Blvd, Edinburg, TX 78539
- **Owner Representative:** Valde Guerra
- **Construction Manager:** B2Z Engineering & Brownstone Consultants, LLC
- **Architect:** HDR Architecture, Inc.
- **General Contractor:** TBD
- **Stakeholders:**
 - Hidalgo County
 -

Project Scope

B2Z Engineering, along with Brownstone Consultants (the Team) was procured by Hidalgo County in November of 2021 to establish a plan of the activities required to execute Phase II of the Hidalgo County Courthouse Project (the Project). Although planning activities have commenced, no Phase II construction activities will start until the new courthouse is fully operational and the old courthouse is unoccupied. The activities in Phase II include:

- The abatement, demolition and total removal of the original county courthouse, auxiliary courts, exterior sally port and all associated structures, barriers, and utilities. Salvaging of owner owned equipment, furnishings and any other material specified by the County will be part of scope prior to demolition.
- The court of law expansion facility, located within modular buildings on the north end of the site are to be disconnected from utilities, dismantled into their respective modular components, and moved to location(s) designated by owner.
- The construction of a new single-level parking facility in the western part of the site once the existing buildings listed above have been removed.
- Removal of the temporary parking in the northeastern quadrant of site. This area will be replaced with a new pedestrian park and plaza (meander). Discussions of a potential COVID-19 memorial structure to be included as part of the meander have

commenced, but to date nothing has been finalized. New pedestrian sidewalks, trees, and landscaping throughout the site.

DRAFT

EXECUTIVE SUMMARY

The project is currently in the Pre-Design Phase. The B2Z/Brownstone team is currently working on the following items:

- Compile and review all existing project documents
- Identify project stakeholders and Authorities Having Jurisdiction (AHJ's)
- Initiate communication with AHJ's
- Develop overall program schedule
- Develop overall program budget
- Develop project in PMIS (the team will be using Owner Insite)
- Develop a Program Management Plan (PMP)
- Present findings of PMP to Hidalgo County Commissioner's Court and staff
- Meetings, coordination, and support for project development

FINANCIAL SUMMARY

Project Summary

TBD

Construction Summary (N/A)

Original Contract Amount			
Change Orders			
Contract Amount to Date			
Total To Date			
Retainage			
Total Due Less Retainage			
Less Previous Payments			
Current Payment Due			
Percent Completed			

PROJECT SCHEDULE

Project Milestones

ACTIVITY	Target Finish	Actual Finish
Compile and review existing project documentation	3/4/22	3/4/22
Identify Stakeholders and Authorities Having Jurisdiction & Develop stakeholder register	12/17/21	12/17/22
Initial coordination with AHJ's	3/18/22	2/11/22
Develop Project Schedule	4/15/22	
Develop Project Budget	4/15/22	
Prepare project management information system	4/15/22	
Develop Program Management Plan	4/15/22	
Meetings, coordination, & support for project development	4/15/22	
Formal presentation to Hidalgo County Commissioners Court	4/29/22	

Contract Time Overview

Notice to Proceed Date: TBD

Original Contract Time:

Total Rain Days: 0

Change Order Approved Days: 0

Total Approved Additional Days: 0

Pending Additional Days: 0

Original Completion Date:

New Completion Date:

Proposed Potential Completion Date:

PROJECT PROGRESS

Completed Tasks

- Compiling and reviewing existing project documentation
- Identifying stakeholder and Authorities Having Jurisdiction & Develop stakeholder register

Tasks In-Progress

- Developing Project Schedule
- Developing Project Budget
- Initial coordination and meetings with AHJ's
- Updating Project Management Information System and Software
- Developing the Program Management Plan (PMP)
- Meetings, Coordination, & support for project development

30-Day Look Ahead

- Presentation of all the following WA #1 Deliverables:
 - Existing Project Documentation Matrix
 - Stakeholder Register
 - Authority Having Jurisdiction (AHJ) Matrix
 - Project Schedule
 - Project Budget
 - Program Management Plan (PMP)

ISSUES

Owner Issues

ACTIVITY	DESCRIPTION	Status

Contractor Issues

ACTIVITY	DESCRIPTION	Status

MEETINGS

No.	DESCRIPTION	Date
01	HC Courthouse Ph II PMP Workshop with B2Z (continued)	03/01/22
02	Brownstone Internal Meeting (PMP Workshop)	03/02/22
03	Brownstone Internal Meeting (PMP Workshop continued)	03/03/22
04	Modular Walk Through with Roy Quintanilha	03/04/22
05	HC Courthouse PH II Bi-Weekly Huddle with B2Z	03/08/22
06	Traffic Engineering Consulting and Other Services meeting with Hidalgo County	03/17/22
07	HC Courthouse Ph II Project Update meeting with Valde Guerra	03/17/22
08	Brownstone Internal Meeting (Schedule Discussion)	03/23/22
09	HC Courthouse Ph II Project Update Meeting with Hidalgo County, HDR, Jacobs, and B2Z	03/24/22
10	Brownstone Internal Meeting (Schedule Discussion continued)	03/25/22
11	Brownstone Internal Meeting (Begin Budget Development)	03/28/22
12	Brownstone Internal Meeting (Budget, Schedule, and Existing Project Documentation Review)	03/29/22

ATTACHMENTS

Updated Project Schedule

Raken Monthly Construction Report

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APPENDIX H: PURCHASING POLICIES & PROCEDURES MANUAL

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PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May 03, 1988, pursuant to the provisions of Texas Local Government Code §262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex. Loc. Govt. Code §262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 20th day of March 2018 to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

- 2.01 A centralized purchasing program has been established in the County to achieve the objectives listed as follows:
- 2.01.01 To obtain goods and services at the best price possible.
 - 2.01.02 To obtain goods and services best suited to the particular needs of the County.
 - 2.01.03 To ensure the timely delivery and adequate availability of goods and services.
 - 2.01.04 To ensure that purchases conform to state law, County policies, the County budget and payment ability.
 - 2.01.05 To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.
 - 2.01.06 To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

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III. PURCHASING CODE OF ETHICS

3.01 Statement of Purchasing Policy. Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02 General Ethical Standards

- 3.02.01 It shall be a breach of ethics to attempt to realize personal gain through public Employment with the County by any conduct inconsistent with the proper discharge of the elected official's' department head's' or employee's duties.
- 3.02.02 It shall be a breach of ethics to attempt to influence any elected official, department head or public employee of the County to breach the standards or ethical conduct set forth in this code.
- 3.02.03 It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:
- a. The elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement.
 - b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's, or employee's immediate family, has a financial interest pertaining to the procurement;
 - c. any other person, business or organization with whom the elected official, department head, or employee or any member of the elected official's,

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department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- 3.02.04 It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- 3.02.05 It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- 3.02.06 The prohibition against gratuities and kickbacks prescribed in subparagraph 4 and 5 above shall be conspicuously set forth in every contract and solicitation therefore.
- 3.02.07 It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipating gain of any person, entity or organization.

3.03 Construction with other provisions. The provision of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules or policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

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IV. DUTIES OF THE PURCHASING AGENT

4.01 Generally. The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02 Supervise All Purchases. The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order to contract.

4.03 Inter-local Cooperation. The Purchasing Agent may cooperate with the purchasing agent or department of state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04 Inter-Department Transfers. To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from any agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County Department, officer or employee of the County requiring the supplies or materials or use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05 Disposal of Salvage Property. The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying form SLVG-PD-001. Form SLVG-PD-001 must be completed and necessary approval received for all surplus/salvage property dispositions.

4.06 Prepare Specifications. The Purchasing Agent, along with the person requesting the purchases of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

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V. REQUISITION PROCESS

5.01 Overview. Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code §113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required, and where to deliver it.

5.02 Procedures and Forms

5.02.01 All purchases of goods and services, shall be commenced by the requesting department completing an electronic requisition and submitting it to the Purchasing Department.

5.02.02 The electronic requisition should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor sufficient time to ensure that the goods are delivered or services performed by the date required by the requesting department.

5.02.03 The electronic requisition must be completed in its entirety. Incomplete requisitions will be returned to the requesting department and will delay the order and delivery of the requested goods and services.

VI. COMPETITIVE BIDDING

6.01. Bidding Required. Before any person, department, official or agent of the County may purchase one or more items under contract that requires an expenditure exceeding Fifteen Thousand dollars (\$15,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time, or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installments payments and lease purchases in the event the total amount of payment will exceed Fifteen Thousand Dollars (\$15,000.00) over the life of the contract.

6.02. Exceptions. The only exceptions to the competitive bidding process outlined in this Article VI are set forth in section 262.024, Texas Local Government Code, and Article VIII herein. These exceptions shall be determined solely as provided in Article VIII.

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6.03. Specifications/Procedures

- 6.03.01 When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.
- 6.03.02 No specifications shall be written, which by design exclude legitimate competition between vendors. Brand names and model numbers that may appear in the Specifications and/or Pricing/Delivery Information sheet are for reference only. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality of level of merchandise or to meet a pre-established standard due to the existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with vendors. Hidalgo County shall act as the sole judge in determining equality and recommendation. Hidalgo County may require documentation demonstrating equal or superior products as compared to products required.
- 6.03.03 The requisition, along with the proposed specifications and a bidding timeline, are submitted to the Commissioners Court which shall approve the form and content of the specifications and determine when the bids will be opened and when results will be submitted to the Commissioners Court.
- 6.03.04 After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the Timeline and applicable provisions of the Local Government Code.
- 6.03.05 The Purchasing Agent may mail an Invitation to Bid form to potential vendors when, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.
- 6.03.06 Alternative competitive proposals may be obtained on purchases of insurance and high-technology items (as defined by statute), and for items for which it is impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

6.04 Selection of successful bidder

- 6.04.01 The Purchasing Agent shall present the bids to the Commissioners court at meeting of the Commissioners Court.

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- 6.04.02 In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.
- 6.04.03 No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evidence concerning the lower bidder's responsibility.
- 6.04.04 In the event the Alternate Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized the lowest responsible bidder selection in accordance therewith may be determined through negotiation with parties submitting proposals.
- 6.04.05 In the event that information on costs of the repair, maintenance or repurchase of earth moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.
- 6.04.06 In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering materials may be considered in selecting the most responsible bidder
- 6.04.07 Multiple contracts may be awarded for the purchase of road construction materials if more than one bidder submits the lowest and best bid or a particular type or location of material.
- 6.04.08 Prior to the selection of a successful bidder, The Purchasing Department shall confirm the submission of the required Debarment Form, and thereafter, consult and search the following website: www.sam.gov to verify debarment of the bidder(s) and retaining the printed information from the website with the project file/purchase order. Unless otherwise "waived as technicality" by CC pursuant to the legal notice contained in procurement packet.

6.05. Changes in Plan Specifications When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in cost of Fifty Thousand Dollars (\$50,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change

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order; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VII. NON-BID PURCHASES

7.01. Purchases Not Exceeding \$3,500.00

7.01.01 An authorized person shall complete a Form HCPD-01/Electronic Requisition: (Note: Purchasing Department encourages, recommends, and suggest the "better business practice" of soliciting pricing to achieve a "best value" results. In addition, users are under notice that a Requisition not exceeding the new \$3,500.00 limit needs to be inclusive of the entire goods or services required as a PO increase may not be eligible for consideration and/or approval.

7.01.02 The Requisition is processed in the normal manner and submitted to Purchasing.

7.01.03 Purchasing verifies the Requisition, approves same, and issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

7.01.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

7.01.05 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.

7.02 Purchases Between \$3,500.01 and \$50,000.00 (Revision to the \$25,000.00 Statutory Bidding Limited was enacted to \$50,000.00 pursuant to the State of Texas' 81st Legislature-Regular Session, HB 987 (SB 624 identical), Texas Local Government Codes 262 (various clauses), 271 (various clauses), effective June 22, 2009.

7.02.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

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- 7.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.
- 7.02.03 Purchasing verifies the Requisition, approves same, and, after obtaining approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.
- 7.02.04 If the Requisition is disapproved for any reason, the Requisition is returned to the User with a written reason for the disapproval.
- 7.02.05 The Purchasing Agent shall establish policies requiring the random verification of Written quotation, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

7.03 Information Contained in Quotes. For all oral or written quotations obtained, the following information must be exchanged between the vendor and the County;

- 7.03.01 Information related to the prospective vendor should include a description of the Item (or items), the quantity required (in standardized units, if applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are required to be honored during the stated period.
- 7.03.02 Information obtained for the prospective vendor must include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e....name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

7.04 Selection of Vendor. In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factor being equal, the lowest price should always be taken), relative quality of goods and services (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

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VIII. EMERGENCY AND SOLE SOURCE PURCHASES, OTHER EXEMPT PURCHASES

8.01 Emergency Defined, Procedures.

8.01.01 Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a) (1),(2), & (3) and are not utilized at all, except:

- a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County
- b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or
- c. To purchase an item necessary because of unforeseen damage to public property.

8.01.02 The following procedures must be followed for Priority One purchases;

- a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedures 9.01.01, or Tex. Loc. Govt. Code § 262.024.
- b. Designation. The designation of Priority One indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.
- c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:
 - i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.
 - ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.
 - iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

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- iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.
- b. Evening, Weekends, and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:
 - i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.
 - ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described Procedure 9.01.02(d)(ii) , above, attaching the invoices, bills of materials, receipts or other documents related to the purchase.
- c. Certification The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reason listed in Procedure 9.01.01.
- d. Commissioners Court Approval If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

8.02 Sole Source Defined, Procedures.

8.02.01 A purchase qualifies as "Sole Source" purchase when the item or service requested can only be obtained from one source, including;

- a. Item from which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
- b. Films, manuscripts or books;
- c. Electric power, gas or other utility services

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d. Captive replacement parts or components for equipment.

8.02.02 Sole Source purchases are handled the same as other purchases, with these exceptions:

- a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists. The Requisition is otherwise completed in the normal manner.
- b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the requisition. If the Purchasing Department does not concur, the requisition is to be returned to the requesting department with an explanation of the reasons therefor.
- c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII thereof, the Purchasing Agent shall tender to the Commissioners' Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners' Court concurs that the item is Sole Source purchase, it shall, be order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.
- d. Purchases of items described in Procedures 9.02.01(d) are hereby deemed Sole Source, and are exempted from the requirements of these procedures.
- e. After the requisition is approved, a PO is prepared.

8.03 Other Exempt Purchases. In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outlined in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, and order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing;

8.03.01 A personal or professional service

8.03.02 Any work performed and paid for by the day, as the work progresses;

8.03.03 Any land or right-of-way (including a lease of land or a building, in accordance with Attorney General Opinion No. MW-535 (1982);

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- 8.03.04 Any item of food, provided however, that in lieu of competitive bidding for purchases over \$5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;
- 8.03.05 Personal Property sold at auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;
- 8.03.06 Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code §381.004; or
- 8.03.07 The renewal or extension of a lease or of an equipment maintenance agreement if (1) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months, (b) the renewal or extension is the first renewal or extension of the lease or agreement.

IX. COOPERATIVE PURCHASING

9.01 State Cooperation. The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc .Govt. Code § 271.081-271.083.

9.02 Local Cooperation. The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses ("HUB"), but municipalities must do so in purchases over \$3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

X. BONDS

10.01 May Be Required. The County may, and if mandated by statute, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contracts, by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

10.02 Bid Bond. If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars (\$100,000.00) the bid specifications or request for

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proposals may require the bidder a good and sufficient bid bond in the amount of five percent (5%) of the total price.

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

10.04 Contracts Less than \$50,000.00 In the event the contract is for Fifty Thousand Dollars (\$50,000.00) or less, the County may provide in the bid notice or request for proposals that no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

10.05 Regulation Bidder-No Performance or Bid Bond. A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

10.06. Performance and Payment Bond- Mandatory. If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications shall require a performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and shall require a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

XI. PROCUREMENTS SUBJECT TO FEDERAL FUNDING

11.01 Additional Standards. In addition to the procedures described above, which are incorporated herein by reference, the County shall abide by the following purchasing procedures applicable to procurements that are subject to federal funding as referenced in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), which is hereby incorporated by reference.

11.02 Background. The United States Office of Management and Budget (OMB) issued the Uniform Guidance, which reforms rules applicable to entities receiving federal grant funding by streamlining and superseding eight OMB circulars (A-21, A-87, A-122, A-110, A-102, A-133, A-50 and A-89). The new procurement standards are found in Subpart D: Post Federal Award Requirements: 2 CFR §200.317 through §200.326 and became effective December 26, 2014. The OMB issued addenda to the Uniform Guidance, including its final addendum on May 17, 2017, indicating that non-Federal entities may postpone implementation of the new procurement standards and continue to comply with the procurement standards in previous OMB guidance (as reflected in § 200.104) for a total of three fiscal years after the Uniform Guidance goes into effect, and that the non-Federal entities internal

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procurement policies should document the same. The effective date of implementation will start for fiscal years beginning on or after December 26, 2017. As such, the County chose to delay implementation of the new procurement standards and followed the OMB's prior guidance during the allotted grace periods. The new procurement standards will apply to new and incrementally funded awards, and implementation will commence on January 1, 2018.

11.03 Compliance Requirements – Procurement. The following is an overview of the procurement standards and procedures applicable when procuring property and services under a Federal award in accordance with 2 CFR §200.317 through §200.326, which are hereby incorporated by reference.

11.03.01 The County, as a non-Federal entity other than State, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions. [See §200.317].

11.03.02 Procurement Procedures: The County will use its own documented procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal statutes and the procurement requirements identified in 2 CFR part 200. [See §200.318(a)].

11.03.03 Conflicts of Interest/Standards of Conduct: The County will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. In addition to the following, the County incorporates standards referenced above and Standards of Conduct in applicable County Personnel Manuals. [See §200.318(c)].

a. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. [See §200.318(c)(1)].

b. Officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. [See §200.318(c)(1)].

c. If the County has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the County will also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the County is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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d. The County will disclose any potential conflicts of interest in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. [See 2 CFR §200.112]. Additionally, the County will disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Further, if applicable, the County will make post-award reports as provided by Appendix XII to Part 200. Failure to make a required disclosure may result in any number of significant remedies, including suspension or debarment. [See 2 CFR §§200.113 & 200.338].

e. Violations of this policy may result in disciplinary action consistent with County disciplinary policy, including but not limited to dismissal. Further, violations may be referred to the appropriate law enforcement agency for investigation and possible prosecution.

11.03.04 Oversight: Once the Contract is awarded, oversight must be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. [See §200.318(b)].

11.03.05 All proposed procurement actions shall be reviewed to avoid the purchase of unnecessary or duplicative items. Where applicable, consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. [See §200.318(d)]

11.03.06 The County may enter into state and local intergovernmental agreements or interentity agreements where appropriate for procurement or use of common or shared goods and services. [See §200.318(e)]

11.03.07 Federal excess and surplus property may be used in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. [See §200.318(f)]

11.03.08 Construction project contracts of sufficient size may use value engineering clauses, as defined in §200.318(g) to offer reasonable opportunities for cost reductions.

11.03.09 Contracts should be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources, as well as whether the contractor is suspended or debarred from receiving federal funds. [See §200.318(h)].

11.03.10 The County will maintain records sufficient to detail the history of procurement in accordance with §200.318(i).

11.03.11 The County, in accordance with provisions set forth in §200.318(j), may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

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11.03.12 The County alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements pursuant to provisions set forth in §200.318(k).

11.04 Competition. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §200.319.

11.04.01 In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process. §200.319(a)

11.04.02 Geographical Limitation: Unless specifically excepted as provided in §200.319(b), the County will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

11.04.03 Procedure Requirements: In accordance with the provisions indicated in §200.319(c), the County's written procedures for procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured and include all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

11.04.04 All prequalified lists of persons, firms, or products which are used in acquiring goods and services shall be kept current and include enough qualified sources to ensure maximum open and free competition, and potential bidders will not be precluded from qualifying during the solicitation period. [See §200.319(d)].

11.05 Methods of Procurement with Federal Funds. The County will use one of the following five procurement methods as discussed in 2 CFR §200.320 when making purchases with federal funds. Should State or local procurement requirements applicable to a purchase being made with federal funds be more restrictive than Federal requirements, the more restrictive requirements or methods will be followed. The type of procurement process to use will depend on the cost and type of services or item(s) being purchased:

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- Micro-purchase
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

11.06 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. The County takes all necessary affirmative steps as described in §200.321 to assure minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

11.07 Procurement of Recovered Materials. If applicable, (this provision applies to a non-Federal entity that is a state agency or an agency of a political subdivision and its contractors) the County and its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. [See §200.322].

11.08 Contract Cost and Price. The County will abide by the provisions of §200.323 including, but not limited to performing a cost or price analysis and negotiating profit as discussed therein.

11.09 Federal Awarding Agency or Pass-Through Entity Review. In accordance with §200.324, the County will make available upon request from the Federal awarding agency or pass-through entity: (a) technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition, (b) procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates, for pre-procurement review, under the circumstances listed therein. Additionally, §200.326(c) provides an exemption to the pre-procurement review if it is determined that the procurement systems comply with the standards of this part. To this end, the County may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether the system meets federal standards in order for the system to be certified; or the County may also self-certify its procurement system in accordance with the provisions in §200.324(c), which does not preclude Federal awarding agency or pass-through entity right to survey the system.

11.10 Contract Provisions. Pursuant to §200.326 the County will include in all federally-funded contracts, the applicable provisions described in Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts under Federal Awards.