

AI-31640

2. A.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-441-00-340-003-0-601

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/29/2012.

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Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/26/2012 01:29 PM
Ana Galvan	Ana Galvan	03/29/2012 03:08 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/26/2012 01:02 PM
	Final Approval Date: 04/02/2012	

Date: March 26, 2012

Department Head: Eduardo Olivarez, Chief Administrative Officer

Department Name: Hidalgo County Health Department

Account Number: 2-1100-441-00-340-003-0 CLINICS

Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1100-441-00-340-003-0-601	OFFICE & COMPUTER SUPPL	2-1100-441-00-340-003-0-661	MINOR OFFICE FURN & EQUIP	\$ 1,002.00
			Amount	\$ 1,002.00

Reason: Funds needed to meet anticipated expenditures.

[Available Balance on 03/26/12 ----->](#) 

\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT                      DATE                      ATTEST COUNTY CLERK

AI-31697

2. B.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-043-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

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Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:08 AM
Ana Galvan	Ana Galvan	03/29/2012 04:07 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/28/2012 03:39 PM
	Final Approval Date: 04/02/2012	

Date: March 28, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 2-1293-441-00-340-043-2-  
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-00-340-043-2-320	PROFESSIONAL SRVS	2-1293-441-00-340-043-2-619	OTHER MISCELLANEOUS SUPPLIES	\$796.46
Amount				\$ 796.46

Reason: Line item transfer needed to fund anticipated expenditures.

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DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

APPROVED COMMISSIONER'S COURT \_\_\_\_\_ DATE \_\_\_\_\_ ATTEST COUNTY CLERK \_\_\_\_\_

AI-31696

2. C.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-028-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

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Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:08 AM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:10 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/28/2012 03:31 PM
	Final Approval Date: 04/02/2012	

Date: March 28, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 2-1293-441-00-340-028-2-  
 Budget Line Item Transfer(s) \_\_\_\_\_

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-00-340-028-2-350	BORDER HEALTH EWIDS-OTH	2-1293-441-00-340-028-2-339	BORDER HEALTH EWIDS-OTH	\$ 900.00
2-1293-441-00-340-028-2-619	BORDER HEALTH EWIDS-OTH	2-1293-441-00-340-028-2-601	BORDER HEALTH EWIDS-OFF	\$ 1,200.00
Amount				\$ 2,100.00

**Revenue Account**  
 Amount Requested:      \$                 2,100.00

Reason: Line item transfer needed to fund anticipated expenditure.  
Grant ends on 07/31/12.

\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT                                  DATE                                  ATTEST COUNTY CLERK

AI-31695

2. D.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-10-340-013-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Lapsed funding available as of 03/30/012.

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Attachments

LIT

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:06 AM
Sylvia Solis	Sylvia Solis	03/30/2012 08:50 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/28/2012 03:26 PM
	Final Approval Date: 04/02/2012	

Date: March 28, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 2-1293-441-10-340-013-2- CPH BIO PREP  
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-10-340-013-2-113	CPH BIO PREP-F/T EMPLOYEE	2-1293-441-10-340-013-2-550	CPH BIO PREP-PRINTING & BIN	\$3,000.00
2-1293-441-10-340-013-2-113	CPH BIO PREP-F/T EMPLOYEE	2-1293-441-10-340-013-2-601	CPH BIO PREP-OFFICE & COMF	\$10,000.00
2-1293-441-10-340-013-2-113	CPH BIO PREP-F/T EMPLOYEE	2-1293-441-10-340-013-2-603	CPH BIO PREP-EDUCATIONAL/	\$ 10,000.00
2-1293-441-10-340-013-2-113	CPH BIO PREP-F/T EMPLOYEE	2-1293-441-10-340-013-2-664	CPH BIO PREP-OTHER MINOR	\$ 1,000.00
2-1293-441-10-340-013-2-113	CPH BIO PREP-F/T EMPLOYEE	2-1293-441-10-340-013-2-748	CPH BIO PREP-OTHER EQUIPM	\$ 5,000.00
			Amount	\$ 29,000.00

**Revenue Account**

Amount Requested: \$ 29,000.00

Reason: Line item transfer needed to fund anticipated expenditure.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONER'S COURT                      DATE                      ATTEST COUNTY CLERK

HEALTH DEPT. - CPH BIO PREPAREDNESS  
 Salaries Analysis Worksheet  
 as of 3/30/2012

Acct No: 2-1293-441-10-340-013-2-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
113	Regular Full-Time	\$332,902.00	\$12,803.92	10.2	\$130,600.02	\$230,032.91	\$99,432.89
TOTAL		\$332,902.00	\$12,803.92	-	\$130,600.02	\$230,032.91	\$99,432.89

\* Please note: Grant will expire on 07/31/2012.

AI-31627

2. E.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-441-00-340-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 3-23-12

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/23/2012 08:48 AM
JC Carreon	JC Carreon	03/23/2012 09:56 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/23/2012 08:42 AM
	Final Approval Date: 04/02/2012	

Date: March 23, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health Department  
 Account Number: 2-1100-441-00-340-001-0 Administration  
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMP	2-1100-441-00-340-001-0-534	HEALTH ADM-INTERNET	\$ 3,068.00
Amount				\$ 3,068.00

**Revenue Account**  
 Amount Requested: \$ 3,068.00

Reason: Funds needed to cover anticipated expenditures.

[Available Balance In ALIO on 03/23/12 ----->](#)



DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST COUNTY CLERK

AI-31626

2. F.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-008-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/23/2012.

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Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/23/2012 08:12 AM
Ana Galvan	Ana Galvan	03/23/2012 03:17 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/23/2012 07:54 AM
	Final Approval Date: 04/02/2012	

Date: March 23, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 2-1293-441-00-340-008-2- T.B. CONTROL  
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-00-340-008-2-601	OFFICE & COMPUTER SUPPLIES	2-1293-441-00-340-008-2-619	OTHER MISC SUPPLIES	\$2,500.00
Amount				\$ 2,500.00

Reason: Line item transfer needed to cover anticipated expenditure.

[Available Balance in ALIO / SAGE for Object 601 ---->](#)



DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST COUNTY CLERK

AI-31639

2. G.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-005-0-601

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

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Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/26/2012 01:28 PM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:06 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Mike Escaname		Started On: 03/26/2012 12:38 PM
	Final Approval Date: 04/02/2012	

Date: March 26, 2012  
 Department Head: Eduardo Olivarez, Chief Administrative Officer  
 Department Name: Hidalgo County Health & Human Services Department  
 Account Number: 2-1293-441-00-340-005-0-  
 Budget Line Item Transfer(s) \_\_\_\_\_


Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPU	2-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURN	\$500.00
Amount				\$ 500.00

**Revenue Account**  
 Amount Requested:      \$            500.00

Reason: Needed to cover anticipated expenditures.

Available Balance on 03/26/12-----> 

\_\_\_\_\_  
 DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
 APPROVED COMMISSIONER'S COURT                      DATE                      ATTEST COUNTY CLERK

AI-31672

2. H.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

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Information

CAPTION

2012 - Planning Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-419-10-210-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 03/30/12

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Attachments

LIT0410113

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 10:54 AM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:11 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Irma Castillo		Started On: 03/28/2012 10:43 AM
	Final Approval Date: 04/02/2012	



Raul E. Sesein, P.E.,  
C.F.M.  
PLANNING  
ADMINISTRATOR

HIDALGO COUNTY  
PLANNING DEPT.

DATE: March 21, 2012

DEPARTMENT HEAD: Raul E. Sesein, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 2-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-419-10-210-001-0-780	Capital Leases	→	2-1100-419-10-210-001-0-607	Household & Janitorial Supplies	\$54.00
					\$54.00

Need monies to purchase water cups

 3-28-12  
Department Head Signature

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

LIT041012

AI-31647

2. I.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

**Information**

**CAPTION**

2012 - County Auditor's Office (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-21-170-001-0-531

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Available balance as of 3-26-2012.

**Attachments**

lit

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/27/2012 08:03 AM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:07 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Maria Medina		Started On: 03/27/2012 07:14 AM
	Final Approval Date: 04/02/2012	

DATE: March 26, 2012

**2011**

Transfer



DEPARTMENT RAY EUFRACIO, HIDALGO COUNTY  
HEAD: AUDITOR

DEPARTMENT  
NAME: Hidalgo County Auditor's Office

ACCOUNT  
NUMBER: 2-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina Ph#: (956) 318-2511 Ext. 4602

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2),

<b>FROM</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>TO</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
531	Telephone	812	Software License Renewal	\$961.15
<b>TOTAL</b>				<b>\$961.15</b>

REASON: *Transfer needed to cover requisition for software license renewals.*

DEPARTMENT HEAD SIGNATURE

3, 26, 12  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31705

2. J.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Roy Cazares, DISTRICT  
ATTORNEY

Department: DISTRICT ATTORNEY

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Information

CAPTION

2012 - District Attorney (1221)

BACKGROUND

Monies needed to pay for shipping charges on instructional materials.

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1221-412-00-080-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 03-30-12

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Attachments

DAMVT2012-01

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 09:20 AM
JC Carreon	Angela Garcia	03/30/2012 01:39 PM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:14 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Roy Cazares      Started On: 03/29/2012 09:09 AM  
Final Approval Date: 04/02/2012

## INTRA-DEPARTMENTAL TRANSFER

DATE: April 3, 2012  
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney  
 DEPARTMENT NAME: District Attorney's Office  
 ACCOUNT NUMBER: 2-1221-412-00-080-005-0-XXX D.A. Vehicle Theft  
**Subject:** Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
664	Other Minor Equipment	→	603	Education & Instruction Supp	\$ 8.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			\$ -
<b>TOTAL</b>					<b>\$ 8.00</b>

REASON: Monies needed to pay for shipping charges on instructional materials.



\_\_\_\_\_  
 ROY CAZARES FOR RENE GUERRA  
 CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT      / /      DATE      \_\_\_\_\_  
 ATTEST COUNTY CLERK

AI-31764

2. K.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Roy Cazares, DISTRICT  
ATTORNEY

Department: DISTRICT ATTORNEY

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Information

CAPTION

2012 - District Attorney's Office (1281)

BACKGROUND

Monies will be used to pay for ADAs traveling to trainings/meetings.

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1281-412-00-080-012-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 4-4-12

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	04/04/2012 10:14 AM
JC Carreon	JC Carreon	04/04/2012 04:22 PM
Auditor's Office	Angela Garcia	04/05/2012 01:57 PM
Form Started By: Roy Cazares		Started On: 04/04/2012 09:31 AM
	Final Approval Date: 04/05/2012	

## INTRA-DEPARTMENTAL TRANSFER

DATE: April 10, 2012

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 2-1281-412-00-080-012-2-xxx Border Prosecution Unit

**Subject:** Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
584	Registration	→	583	Travel Out of County	\$ 2,000.00
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
<b>TOTAL</b>					<b>\$ 2,000.00</b>

REASON:

Monies will be used to pay for ADAs traveling to trainings/meetings.



\_\_\_\_\_  
 ROY CAZARES FOR RENE GUERRA  
 CRIMINAL DISTRICT ATTORNEY

\_\_\_\_\_  
 APPROVED COMMISSIONERS' COURT

/ /  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 ATTEST COUNTY CLERK

AI-31624

2. L.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted For: Joel - 93rd DC

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

2012 - 93rd District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-002-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 3-23-12

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Attachments

form

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/23/2012 07:01 AM
JC Carreon	JC Carreon	03/23/2012 08:01 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Monica Badillo		Started On: 03/22/2012 04:00 PM
	Final Approval Date: 04/02/2012	



**AI-31673**

**2. M.**

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Esther Cantu, 398TH DISTRICT  
COURT

Department: 398TH DISTRICT COURT

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**Information**

**CAPTION**

2012 - 398th District Court (1100)

**BACKGROUND**

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**Attachments**

**LIT**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/28/2012 12:17 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Esther Cantu		Started On: 03/28/2012 12:12 PM
	Final Approval Date: 04/02/2012	

DATE: March 28, 2012

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 2-1100-412-00-009-001-0-XXX

SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2 1100-412-00-009-001-0-890	OTHER	2-1100-412-00-009-001-0-831	COURT COST & INVESTIGATION	\$ 232.30
<b>TOTAL</b>				<b>\$ 232.30</b>

REASON: ADDITIONAL MONIES NEEDED

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

March 28, 2012  
Date

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-31692

2. N.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Maria Elena Banning

Submitted By: Angela Garcia, BUDGET &  
MANAGEMENT

Department: COUNTY COURT #2

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Information

CAPTION

2012 - CCL #2 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-022-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/29/2012.

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Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:19 PM
Ana Galvan	Ana Galvan	03/29/2012 04:00 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Angela Garcia		Started On: 03/28/2012 03:11 PM
	Final Approval Date: 04/02/2012	

**INTRADEPARTMENTAL TRANSFER**

DATE: March 28, 2012

DEPARTMENT HEAD: Judge Jaime Palacios

DEPARTMENT NAME: County Court at Law #2

ACCOUNT NUMBER: 2-1100-412-00-022-001-0-XXX

CONTACT PERSON: Maria Elena Banning

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	583	TRAVEL OUT OF COUNTY	500.00
			<b>TOTAL</b>	<b>500.00</b>

REASON: Transfer is needed to pay for out of county travel expenditures.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-31653

2. O.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Naomi DeSmith

Submitted By: Sylvia Solis, BUDGET &  
MANAGEMENT

Department: COUNTY COURT #7

---

Information

CAPTION

2012 - CCL #7 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-027-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/28/12.

---

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 02:57 PM
JC Carreon	JC Carreon	03/28/2012 12:44 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Sylvia Solis		Started On: 03/27/2012 02:44 PM
	Final Approval Date: 04/02/2012	

**DATE:** March 27, 2012

**2012**  
**Transfer**



**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for County Court At Law #7

**ACCOUNT NUMBER:** 2-1100-412-00-027-001-0-XXX

**Contact Person:** Sylvia V. Solis                                      **Ph#:** (956) 292-7025 Ext. 5423

**SUBJECT:** **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	630	FOOD	400.00
890	OTHER	745	COMPUTER EQUIP.	3,000.00
<b>TOTAL</b>				<b>3,400.00</b>

**REASON:**  
Intradepartmental Transfer to fund food expenditures & pay outstanding Dell invoice

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

AI-31621

2. P.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Marcie Jackson, COLONIA  
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

---

Information

CAPTION

2012 - Pct. #2 BCAP (1312)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1312-431-00-122-557-1-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 03/23/2012.

---

Attachments

Line Item Transfer

Form Review

**Inbox**  
Budget & Management  
Ana Galvan  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Ana Galvan  
Angela Garcia

**Date**  
03/22/2012 02:37 PM  
03/23/2012 03:03 PM  
04/02/2012 09:08 AM

Form Started By: Marcie Jackson

Started On: 03/22/2012 02:24 PM

Final Approval Date: 04/02/2012

DATE: March 22, 2012

**2012**  
Transfer

DEPARTMENT HEAD: Agapito Vargas



DEPARTMENT NAME: **Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)**

ACCOUNT NUMBER: 2-1312-431-00-122-557-1-XXX

AI-31621 04/03/12

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

SUBJECT: **Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
731	ROADS & ROAD IMPROVEMENTS	733	DRAINAGE DITCHES	\$2,756.50
<b>TOTAL</b>				<b>\$2,756.50</b>

REASON:  
Transfer needed for completion of project.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-31728

2. Q.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-005-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$1,435.51 as of 4/01/2012

From 890 -----> 604 \$150.00

From 890 -----> 855 \$100.00

Attachments

LIT

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Angela Garcia

**Date**  
04/02/2012 08:03 AM  
04/02/2012 09:08 AM  
Started On: 04/01/2012 01:16 PM

Form Started By: Yolanda Cisneros

Final Approval Date: 04/02/2012



AI-31729

2. R.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

---

Information

CAPTION

2012 - Pct.2 San Juan CRC (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-122-018-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$3,450.00 as of 4/01/2012

From 890 ----> 604 \$100.00

---

Attachments

LIT

Form Review

**Inbox**  
Budget & Management  
Auditor's Office

**Reviewed By**  
Merlen P. Munoz  
Angela Garcia

**Date**  
04/02/2012 08:04 AM  
04/02/2012 09:08 AM  
Started On: 04/01/2012 01:24 PM

Form Started By: Yolanda Cisneros

Final Approval Date: 04/02/2012

DATE: March 30, 2012

2011

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2  
San Juan CRC Department



ACCOUNT NUMBER: 2-1100-466-00-122-018-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

SUBJECT: Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	604	MEDICAL & LAB SUPPLIES	\$100.00
			<b>TOTAL</b>	<b>\$100.00</b>

REASON: Transfer needed for funding into object codes for day to day purchases & to cover REQ. #213748.

DEPARTMENT HEAD SIGNATURE

3/30/2012  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31730

2. S.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

2012 - CO2010A&B- Pct2 Lopezville Park (1342)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-452-00-122-054-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$21,098.46 as of 4/01/2012

From 719 -----> 711 \$1,000.00

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	04/02/2012 08:05 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Yolanda Cisneros		Started On: 04/01/2012 01:33 PM
	Final Approval Date: 04/02/2012	

DATE: March 30, 2012

2012

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios



DEPARTMENT NAME: Hidalgo County Precinct No. 2  
CIP FUNDS - CO2010A&B ACCOUNT

ACCOUNT NUMBER: 2-1342-452-00-122-054-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
719	LAND	711	ROW	\$1,000.00
<b>TOTAL</b>				<b>\$1,000.00</b>

REASON: **Transfer needed for funding of LEGAL SERVICES from ATLAS & HALL, L.L.P.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

3/30/2012  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-31691

2. T.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012 - Pct. #4 CRC (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-124-077-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 03-30-12

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Attachments

LIT

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/28/2012 03:19 PM
Veronica Ortiz	Veronica Ortiz	03/30/2012 02:13 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Jr. Munoz		Started On: 03/28/2012 03:11 PM
	Final Approval Date: 04/02/2012	



AI-31694

2. U.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012 - Pct. 4 Rd. Maint. (1200)

BACKGROUND

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Attachments

Line Item Transfer

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/28/2012 03:20 PM
JC Carreon	Angela Garcia	03/30/2012 01:39 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Jr. Munoz		Started On: 03/28/2012 03:17 PM
	Final Approval Date: 04/02/2012	

DATE: 04/05/12 AI # \_\_\_\_\_

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Phone #: 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
739	Other Structures	672	Equip & Veh R&M Supplies	\$ 20,000.00
739	Other Structures	607	Household & Janitorial Supplies	\$ 600.00
			TOTAL	\$ 20,600.00

REASON: To cover day to day operations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

AI-31807

3. A.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted For: Sergio Cruz

Submitted By: Rolando Garcia, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

Co. Wide Adm. (1100):

Approval of 2012 interdepartmental transfer from program (002) to program (085) in the amount of \$50,000.00 for animal control services.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

funding will be available after salary sweep is approved.

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Attachments

Transfer

Form Review

**Inbox**  
Auditor's Office

**Reviewed By**  
Angela Garcia

**Date**  
04/05/2012 01:57 PM  
Started On: 04/05/2012 01:32 PM

Form Started By: Rolando Garcia

Final Approval Date: 04/05/2012

DATE: April 5, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for:  
CO WIDE ADM 1100

AI-31763

ACCOUNT NUMBER: 2-1100-4XX-XX-115-0XX-0-XXX



SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rolando Garcia Jr.  
Ph#: 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(50,000.00)
TO		
2-1100-441-43-115-085-0-350	CITY OF MCALLEN ANIMAL CONTROL-OTHER SERVICES	50,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		-

REASON:  
Transfer for AI-31763 Interlocal Agreement with McAllen for rabies control.

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DATE

AI-31765

4. A.

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

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Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029(c) (2)

BACKGROUND

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Attachments

Pct 1 Cert Plat & Utility Status 04-10-12

Pct 2 & 4 Cert Plat & Utility Status 04-10-12

Pct 3 Water Service Availability 04-10-12

Pct 3 Cert Plat & Utility Status 04-10-12

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	04/04/2012 10:35 AM
Olga Garza	Olga Garza	04/05/2012 09:24 AM
Auditor's Office	Angela Garcia	04/05/2012 01:57 PM
Form Started By: Irma Castillo		Started On: 04/04/2012 10:20 AM
	Final Approval Date: 04/05/2012	

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	ANABEL ROMAN	1-8819
2.	AMANDA ESPARZA	1-8821
3.	JESUS A. GALLEGOS	1-8824
4.	SABINO VALLEJO JR.	1-8619
	COMM. COURT:APRIL 10, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8819

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Annabel Roman

Address: 505 Elros Ave  
Weslaco TX

Phone: 4722910

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 / 1</u>	<u>1 / 1</u>

Water Supplier: NAWSC

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A  
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Wes-Tex Ph.1 lot #29

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2/25/03);

Orlbert Pecina

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8819

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Anabel Roman

Address: 505. Cros Ave  
Weslaco TX 78596

Phone: 472 2960

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Wes-Tex Ph. 1 Lot #29

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Anabel Roman  
Requesting Party (Signature)

4-3-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

04/3/12  
Date

[Signature]  
County Official

# Chapter 232 Texas LGC Application

APPLICATION NO:

1-8819

Mar. 28, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

W2220-01-000-0024-00

[ 1 ] OWNER: ANNABEL, ROMAN

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
WES-TEX PH 1 LOT 24

505 IRIS AVE.  
WESLACO, TX 78596

Telephone No. 756-4763

LOCATION: 0 MILE 10 & MILE 4 1/2

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
25-RESIDENTIAL NEW SINGLE DWELLING

[ 10 ] EST. COST OF CONST.: \$4,000

[ 5 ] SIZE OF STRUCTURE: 806 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES. ZONE AE

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL COUNTY SETBACKS & REG.  
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.  
B.F.E 64.00

### FOR COUNTY USE ONLY APPLICATION FEES

  
Prepared by

3 | 27 | 12  
Date

Jonathan Iridro  
Approved by

3 | 27 | 12  
Date

Moses Iglesias  
Signature of Owner or Applicant

4-3/12  
Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

Flood Zone: NO  
Panel No. /Suffix: 0450c Pct: 1

Community No.: 480334

Certification of Elevation Required:  YES  NO 64.00 BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** March 15, 2005

**Grantor:** Kyle Bennett, Individually and as Trustee for the Kyle Bennett Living Trust

**Grantor's Mailing Address (including county):** P.O. Box 365, La Blanca, Hidalgo County, Texas 78558-0365

**Grantee:** Annabel Roman

**Grantee's Mailing Address (including county):** 601 Shane Street, Weslaco, Hidalgo County, Texas 78596

**Consideration:** TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration and a note of even date that is in principal amount of TWENTY TWO THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS AND NO/100<sup>TH</sup> DOLLARS (\$22,625.00) and is executed by Grantees, payable to order of Grantor. It is secured by a vendor's lien retained in this deed and by deed of trust of even date from Grantee's to LETTY GARCIA, Trustee.

**Property (including any improvements):**

**Lot 24, Wes-Tex Subdivision Phase I, Hidalgo County, Texas being a resubdivision out of a 24.174 acre tract of land our of Farm Tract 103, West and Adams Tract Subdivision, Hidalgo County, Texas according to map or plat thereof recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas.**

**Reservations from and Exceptions to Conveyance and Warranty:**

- (1) Subject to any and all Oil and Gas Leases of record, if any.
- (2) Easements, rights, rules and regulations in favor of Hidalgo County Water Improvement District.
- (3) Visible and apparent easements on or across the subject property.
- (4) Taxes for the year 2005 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to the Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance to warranty.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Preparer has not examined the title to this property and expresses no opinion as to the condition of title.

GRANTOR:



**Kyle Bennett, Individually and as  
Trustee for the Kyle Bennett Living  
Trust**

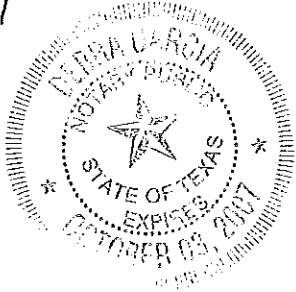
GRANTEE:

  
**ANNABEL ROMAN**

ACKNOWLEDGEMENT

The State of Texas §§  
County of Hidalgo §§

KYLE BENNETT, INDIVIDUALLY AND AS TRUSTEE OF THE KYLE BENNETT LIVING TRUST acknowledged this instrument before me this 17 day of March 2005.



*[Signature]*  
Notary Public in and for Hidalgo County, Texas

The State of Texas §§  
County of Hidalgo §§

ANNABEL ROMAN acknowledged this instrument before me this 17 day of March 2005.



*[Signature]*  
Notary Public in and for Hidalgo County, Texas

AFTER RECORDING RETURN TO:  
BENNETT INVESTMENTS  
P.O. BOX 365  
LA BLANCA, TEXAS 78558

Filed for Record in:  
Hidalgo County  
by J. D. Salinas, III  
County Clerk  
On: Mar 19, 2005 at 01:55P  
As a Recording  
Document Number: 1449555  
Total Fees: 18.00  
Receipt Number - 550925  
By:  
Monique Garvate, Deputy



# Hidalgo County Health Department ENVIRONMENTAL HEALTH DIVISION

1304 S. 25th • Edinburg, Texas 78539  
Phone: (956) 383-0111 • FAX: (956) 383-7351

SEWAGE SYSTEM  
Inspection Report

PERMIT # 83963

Owner's Name BENNETT INV Phone # \_\_\_\_\_

Mailing Address 101st 24 WPS - det SUB

Property Location & Size 4th west - 10 ml 6 ft

Structure \_\_\_\_\_ Commercial \_\_\_\_\_ Trailer 1 1/2 ft Home \_\_\_\_\_ No. Bedrooms 2

Tank Size 2 - 380 Gals. 1000

Drainfield Length 190 Ft. Trench Width 3 Ft.

Water Supply N - A W - S Square Ft. trench bottom area 570

Distances from system components in feet:

FROM	TO SEPTIC TANK	TO DRAINFIELD
Nearest or proposed well	<u>N/A</u>	<u>N/A</u>
Structure Foundation	<u>17</u>	<u>_____</u>
Nearest Property Line	<u>_____</u>	<u>_____</u>

<p>BASED ON THE INFORMATION REPORTED HEREON, AND OTHER AVAILABLE INFORMATION, IT IS THE OPINION OF THE (Check)</p> <p><input type="checkbox"/> STATE <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> LOCAL DEPARTMENT OF HEALTH THAT THIS INDIVIDUAL SEWAGE DISPOSAL SYSTEM WITH PROPER MAINTENANCE.</p>	<p><input checked="" type="checkbox"/> CAN BE EXPECTED TO FUNCTION SATISFACTORILY AND IS NOT LIKELY TO CREATE AN INSANITARY CONDITION</p>
	<p><input type="checkbox"/> CANNOT BE EXPECTED TO FUNCTION SATISFACTO- RILY</p>
<p>REMARKS: <u>not staffed by J A Forester #1750</u> <u>U S S T</u></p>	

I Certify that the above information is Correct

Date 9/10/02

By: [Signature]  
INSPECTOR



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct (1) 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8821

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Amanda Esparza

Address: 2622 Carnation  
Circle Donna, TX  
78537

Phone: 956-314-8292

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>/ /</u>	<u>/ /</u>

Water Supplier: N/A

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: 10032789471713065  
 Temporary Pole  Permanent Service  
Mobile Home

regarding the land described as:

LA Donna Gardens lot #18

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 9-29-06);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8821

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Amanda Esparza

Address: 2622 Carnation Circle

Donna, TX 78537

Phone: 956-314-8292

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

La Donna Gardens Lot 18

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Amanda Esparza  
Requesting Party (Signature)

3-28-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4/3/12  
Date

[Signature]  
County Official

# Chapter 232 Texas LGC Application

APPLICATION NO:  
1-8821  
Mar. 28, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

L0810-00-000-0018-00

[ 1 ] OWNER: HERNANDEZ, JUAN  
ESPARZA, AMANDA J.  
615 S. 21ST. ST.  
DONNA, TX 78537  
Telephone No. 314-8292

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
LA DONNA GARDENS LOT#18

LOCATION: 0 SOUTH RIVER & LOTT RD.

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: CITY

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
20-MOBILE HOMES

[10] EST. COST OF CONST.: \$11,500

[ 5 ] SIZE OF STRUCTURE: 896 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES. ZONE B

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL COUNTY SETBACKS & REG.  
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV  
.18" ABOVE TOP OF CURB

## FOR COUNTY USE ONLY APPLICATION FEES



Prepared by

3/28/12

Date

OTHER \_\_\_\_\_

TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

Flood Zone: NO

Panel No. /Suffix: 0500C Pct: 1

Community No.: 480334

Certification of Elevation

Required:  YES  NO  BFE

Jonathan Jordan  
Approved by

3/27/12  
Date

X Ammanda Esparza  
Signature of Owner or Applicant

X 3-28-12  
Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



**CERTIFICATE OF COMPLIANCE**

**NAME OF THE PROPERTY OWNER:** Amanda J. Esparza

**LEGAL DESCRIPTION OF PROPERTY:** La Donna Gardens Subdivision, Lot 18  
Hidalgo County, Texas

**LOCATION OF PROPERTY:** 2622 Carnation Circle, Donna, TX 78537

**DATE:** March 26, 2012

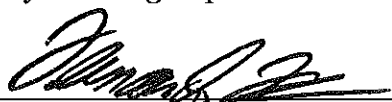
The property described above or in the attached legal description is in compliance with City of Donna's Subdivision Regulations. Utility services may be extended to the property by the public utilities holding a certificate of conveyance and necessity in such area. This certificate applies to the issuance of permits for the construction of a residential and non-residential building.

Compliance with the City of Donna's Subdivision Regulations is based on:

- The city will provide sewer service to the area.
- Water is provided by North Alamo Water Supply Company (NAWSC).
- The property was subdivided after it being in the City's extraterritorial jurisdiction or corporate limits.
- Where the last recorded conveyance of such lot or tract by metes and bounds was prior to October 15, 1973.
- Where a building was in existence on said lot prior to October 15, 1973.
- Where such subdivision, whether by recorded plat or by actual occupancy and use, was in existence prior to October 15, 1973.
- Where such division of land is used for agricultural purposes in parcels or tracts of more than 5 acres & not involving any new street, alley, or easement of access.
- A Family partition in accordance with Ordinance No. 729.
- Building in compliance with the city's subdivision regulations.
- Previous Deed Before 1995 as per Tommy Ureste, Hidalgo County Planning Dept.

PROPERTY IS SUBJECT TO STATE AND COUNTY REGULATIONS THAT MAY INCLUDE BUILDING PERMITS, FLOOD PLAIN MANAGEMENT, MINIMUM LOT SIZE FOR SEPTIC TANK PERMITS, ALLOWABLE NUMBER OF UNITS PER LOT OR TRACT, POTABLE WATER SUPPLY, ETC.

COMMENTS: Any future division of the property for any purpose will be subject to compliance with the City's review and Subdivision Ordinance requirements and subject to County Planning Department Certificate of approval.

  
\_\_\_\_\_  
Fernando Flores, Planning Director

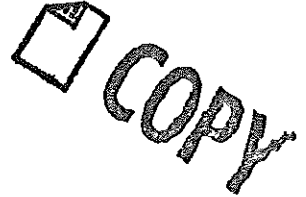
## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

**Note of confidentiality rights:** If you are a natural person, you may remove or strike any of the following information from this instrument that transfer an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: February 21, 2012

Grantor: Bono Vita, Ltd

Grantor's Mailing Address:  
1210 E. Tyler  
Harlingen, Texas 78550

 COPY

Grantee: Jesus Hernandez and Amanda J Esparza

Grantee's Mailing Address (including county):  
615 Sth 21st St.  
Donna, Texas 78537  
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty One Thousand Four Hundred and 00/100 Dollars (\$21,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

Lot 18, La Donna Gardens Subdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 51, Page 117-119.

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing note payable to the order of Lone Star National Bank and secured by a deed of trust recorded under Document No. 1296980 of the official records of Hidalgo County, Texas and transferred in a Transfer of Lien to Cameron Life Insurance Company dated July 20, 2008, under Document No. 1932018 of the Official Records of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.
2. **All lots must be used for single-family residential purposes only.**
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;

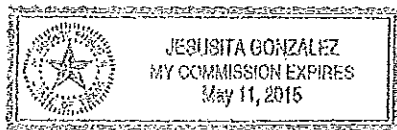
Bono Vita, Ltd,  
a Texas Limited Partnership  
by SRC Management, Inc., a Texas Corporation  
as its General Partner

BY: Scot Campbell  
Scot Campbell, President

(Acknowledgment)

State of Texas  
County of Cameron

This instrument was acknowledged before me on the 28 day of February, 2012 by Scot Campbell, President of SRC Management, Inc., General Partner of Bono Vita, Ltd., a Texas Limited Partnership.



J. A. Gonzalez  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bono Vita, Ltd.  
1210 E. Tyler  
Harlingen, Texas 78550



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 0234

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8824

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: José A. Gallegos

Address: 25201 St las  
nubes 78538  
monte Alto

Phone: (956) 363-2600

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>1 1</u>

Water Supplier: North Alamo water corp

Utility Provider:  M.V.E.C.     AEP

Account/ESI No.: 206413-002  
 Temporary Pole     Permanent Service

regarding the land described as:

Monte Alto Heights #2 lot # 47

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 9-17-03);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
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956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8824

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Jesus A. Gallegos

Address: 25201 de las nubes  
monte Alto 78538

Phone: (956) 363-2600

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Monte Alto Heights #2 lot #47

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Jesus A. Gallegos  
Requesting Party (Signature)

4-2-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

04/2/12  
Date

[Signature]  
County Official

# Chapter 232 Texas LGC Application

APPLICATION NO:

1-8824

Mar. 29, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

M5757-02-000-0047-00

[ 1 ] OWNER: GALLEGOS, JESUS A.  
CRUZ, VIRIDIANA DE LA  
CIELO DR.  
MONTE ALTO TX 78538  
Telephone No. 363-2600

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
MONTE ALTO HEIGHTS 2 LOT 47  
X-20

LOCATION: 0 FM 88 & MILE 22

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOVED BUILDING  
20-MOBILE HOMES

[ 10 ] EST. COST OF CONST.: \$2,000

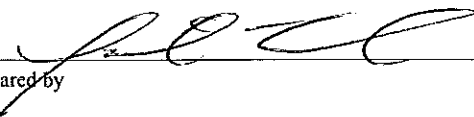
[ 5 ] SIZE OF STRUCTURE: 720 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: MOBILE HOME ZONE X

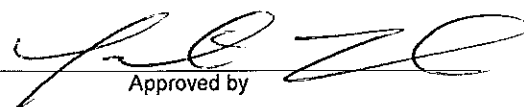
**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.  
FRONT 25' REAR 35' SIDES 6'  
18" ABOVE CENTER LINE OF STREET

### FOR COUNTY USE ONLY APPLICATION FEES

  
Prepared by \_\_\_\_\_ Date 3-29-12

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

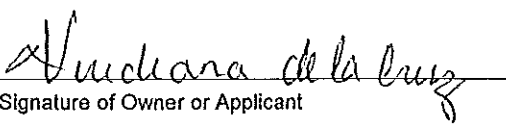
Light [X] Water [X]

  
Approved by \_\_\_\_\_ Date 3-28-12

Flood Zone: NO  
Panel No. /Suffix: \_\_\_\_\_ Pct: 1

Community No.: 480336

Certification of Elevation  
Required:  YES  NO  BFE

  
Signature of Owner or Applicant \_\_\_\_\_ Date 3-29-12

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

CHARGE TO: VLTC  
GF# 126085

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING RETURN TO:

FIRST NATIONAL BANK  
Attn: Loan Administration  
P.O. Box 1  
Edinburg, Texas 78540

(FNB Loan No. 1036015297)

**DEED OF TRUST  
SECURITY AGREEMENT - FINANCING STATEMENT**  
(Commercial)  
Terms

Date: August 26, 2011

Grantor: JESUS ALBERTO GALLEGOS and wife, VIRIDIANA DE LA CRUZ

Grantor's Mailing Address: 25201 Las Nubas St.  
Monte Alto, Hidalgo County, Texas 78538

Trustee: MICHAEL V. McCARTHY

Trustee's Mailing Address: P.O. Box 810 / 100 W. Cano  
Edinburg, Hidalgo County, Texas 78540-0810

Lender: FIRST NATIONAL BANK

Lender's Mailing Address: P.O. Box 810 / 100 W. Cano  
Edinburg, Hidalgo County, Texas 78540-0810

Note

Date: August 26, 2011

Original principal amount: NINETEEN THOUSAND ONE HUNDRED SEVEN AND  
55/100THS DOLLARS (\$19,107.55)

Borrower: JESUS ALBERTO GALLEGOS

Lender: FIRST NATIONAL BANK

Maturity date: September 5, 2021

Terms of Payment: As provided in the note.

Property (including any improvements):

All of Lot 47, MONTE ALTO HEIGHTS Phase II, Hidalgo County, Texas, according to the map recorded in Volume 43, Pages 90-92, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

To the extent they are located thereon, the Property also includes (1) all goods that are or will be fixtures and that are or will be located on the premises, including without limitation all systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures of every kind and nature whatsoever now or hereafter located on the Property, including, but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures; and (2) all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors and switchboards, and all storm doors and windows, dishwashers, attached cabinets and partitions not included in the Property due to their status as removable fixtures.

Prior Lien: NONE.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

To the extent allowed by law, this conveyance is also made in trust to secure payment of all other present and future debts that Grantor/Borrower may owe to Lender, regardless of how the other debt is incurred or evidenced, it being contemplated that Lender may lend additional sums to Grantor or may acquire and become the owner and holder of other indebtedness of Grantor from time to time, but shall not be obligated to do so. Payment on all present and future debts of Grantor/Borrower to Lender will be made at P.O. Box 810, Edinburg, Texas 78540-0810 in Hidalgo County, Texas, and the debts will bear interest as provided in notes or other evidences of debt that Grantor/Borrower will give Lender. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor/Borrower owes Lender, including any loans and advancements from Lender to Grantor/Borrower under the provisions of this deed of trust. When Grantor/Borrower repays all debts owed to Lender, this deed of trust will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure future advances and debts, regardless of any additional security given for any debt and regardless of any renewals, extensions, or partial releases.

#### Clauses and Covenants

##### A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;

25. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed of even date from FIRST NATIONAL BANK, to Grantor. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

WITHOUT THE EXPRESS WRITTEN CONSENT OF FIRST NATIONAL BANK, THE OWNER SHALL NOT ENTER INTO ANY ARRANGEMENTS WITH ANY THIRD PARTY FOR THE PAYMENT OF AD VALOREM TAXES THAT WOULD GRANT THAT THIRD PARTY A LIEN ON THE PROPERTY.

Jesus A Gallegos  
JESUS ALBERTO GALLEGOS

Viridiana de la Cruz  
VIRIDIANA DE LA CRUZ

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 31<sup>st</sup> day of August, 2011, by JESUS ALBERTO GALLEGOS and VIRIDIANA DE LA CRUZ.

Felipe Ortiz  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
Law Office of JEFFERSON A. CRABB .  
3019 W. Alberta  
Edinburg, Texas 78539-3118

MAFNB0REGallegos, Jesus 102.06067NDeed of Trust - 102.06067.doc





# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8619

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Sabino Vallejo JR

Address: 3106 leyenda ST.  
Weslaco TX

Phone: 956-261-1461

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>1 1</u>

Water Supplier: Magic Valley Electric <sup>N.A.W.S.C.</sup>

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: 262871-001  
 Temporary Pole  Permanent Service  
Mobile Home

regarding the land described as:

Colonia Del Noroeste lot# 187

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-19-1983;

Gilbert Pecina

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No. 1 Substation  
1902 Joe Stephens Ave.  
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956-968-4734  
956-973-7850

Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8619

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Sabino Vallejo JR  
Address: 3106 Ieyenga Street  
Weslaco TX  
Phone: 956-261-1461

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Colonia Del Noroeste Lot #187

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Sabino Vallejo JR  
Requesting Party (Signature)

4-2-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4/3/12  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:  
1-8619  
Jan. 31, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

C6760-00-000-0187-00

[ 1 ] OWNER: VALLEJO, SABINO JR  
CERDA, VIRGINIA  
2817 ORIZABA ST.  
WESLACO TX 78596

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
COLONIA DEL NORESTE LOT 187

Telephone No.

LOCATION: 0 MILE 6 1/2 & MILE 9 N.

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
44-MOBILE HOMES

[ 10 ] EST. COST OF CONST.: \$23,000

[ 5 ] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: REST. ZONE X-44

Special Conditions: No construction allowed over any easements.  
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATTION  
SETBACKS FRONT:25' REAR:15' SIDE:6' SIDE:6'  
MIN. ELEV. ABOVE TOP CENTERLINE OF ST. 18"

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Prepared by [Signature] Date 1/31/12

Light [X] Water [X]

Flood Zone: NO  
Panel No. /Suffix: 0450C Pct: 1

Approved by JONATHAN ISORO Date 1/30/12

Community No.: 480774

Certification of Elevation  
Required: \_\_\_ YES  NO \_\_\_ BFE

Signature of Owner or Applicant [Signature] Date \_\_\_\_\_

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** March 31, 2011

**Grantor:** Jose Luis Flores and Stella C. Flores

**Grantor's Mailing Address (including county):**

4420 N. Stewart Rd  
Palmhurst, Texas 78573  
Hidalgo County

**Grantee:** Sabino Vallejo, Jr. and wife, Virginia Cerda

**Grantee's Mailing Address (including county):**

2817 Orizaba St  
Weslaco, Texas 78596  
Hidalgo County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of FOURTEEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$14,800.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to Jose Luis Flores, Trustee.

**Property (including any improvements):**

Lot 187, Colonia Del Noreste, Hidalgo County, Texas, according to the map or plat thereof, recorded in Volume 23, Page 166, Map Records of Hidalgo County, Texas.

**Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

No Title Examination or Tax Examination was requested in Connection with the Preparation of this Document, Nor was any made. The Preparer expresses no opinion on this Title to this Property.

\_\_\_\_\_  
Jose Luis Flores

\_\_\_\_\_  
Stella C. Flores

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on \_\_\_\_\_, 2011, by Jose Luis Flores.

\_\_\_\_\_  
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on March 31, 2011, by Stella C. Flores.



[Signature]  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

LAW OFFICE OF JOSE LUIS FLORES  
1111 W. Nolana Ave.  
McAllen, Texas 78504

AFTER RECORDING RETURN TO:

LAW OFFICE OF JOSE LUIS FLORES  
1111 W. Nolana Ave.  
McAllen, Texas 78504

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Juana Gonzalez	4-8902
2.	Virginia Bocanegra	4-11401
3.	Erika Gonzalvez	4-11447
	COMM. COURT: April 10, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
 1304 South 25<sup>th</sup> Street  
 Edinburg, Texas 78542  
 956-318-2840  
 956-318-2844

Precinct No.1 Substation  
 1902 Joe Stephens Ave.  
 Weslaco, TX 78596  
 956-968-4734  
 956-973-7850

Precinct No.3 Substation  
 2401 N. Moorefield Rd.  
 Mission, TX 78572  
 956-205-7045  
 956-205-7049

Precinct 1 2 3 ④

Raul E. Sesin, P.E., CFM  
 Planning Administrator

Application No: 4-8902

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Swana Gonzalez

Address: 2301 ZEEB AVE  
Edinburg, TX

Phone: 956-570-0488

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>Sara J...</u>
Inspection/Permit No: _____	Authorized Signature	Authorized Signature
Date Approved: _____	<u>1 1</u>	<u>3/29/12</u>

Water Supplier: N.A.W.S

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A  
 [ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

North San Carlos Est PH-2 Lot-79.

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 02-17-09);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

\_\_\_\_\_  
 Planning Department Authorized Signature

\_\_\_\_\_  
 Hidalgo County Judge

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Hidalgo County Clerk

\_\_\_\_\_  
 Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 4-8902

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Suana Gonzalez

Address: 2301 ZEKKE AVE Edinburg  
TX

Phone: 956 570 0488

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

North San Carlos Est PH-2 Lot 79

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Suana Gonzalez  
Requesting Party (Signature)

03-29-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) PMT

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

04-01-12  
Date

[Signature]  
County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## DEED OF TRUST

**Date:** July 17, 2009

**Grantor:** JUAN CARLOS SOSA and JUANA GONZALEZ

**Grantor's Mailing Address (including county):** 2214 Eva Ave.  
Edinburg, Hidalgo County Texas 78542

**Trustee:** PHIL HARRIS

**Trustee's Mailing Address (including county):** 420 S. Missouri Ave.  
Weslaco, Hidalgo County, Texas 78596

**Beneficiary:** JUAN R. MOLINA, d/b/a NORTH SAN CARLOS ESTATES

**Beneficiary's Mailing Address (including county):** 710 S. Texas Blvd./P.O. Box 190  
Weslaco, Hidalgo County, Texas 78596

### Note(s)

**Date:** July 17, 2009

**Amount:** SEVENTEEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 Dollars  
(\$17,550.00)

**Maker:** JUAN CARLOS SOSA and JUANA GONZALEZ

**Payee:** JUAN R. MOLINA, D/B/A NORTH SAN CARLOS ESTATES

**Final Maturity Date:** As therein provided

**Terms of Payment (optional):** As provided in the note

**Property (including any improvements):** Lot 79, North San Carlos Estates, Phase II, Hidalgo County, Texas, according to map thereof recorded under Document No. 1971088, Map Records of Hidalgo County, Texas.

**Prior Lien(s) (including recording information):** Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 16, 2007, under Clerk's File No. 1816534.

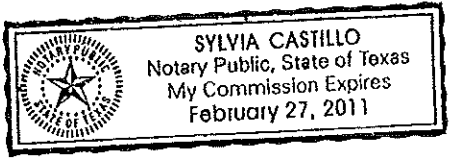
16. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three years or less without an option to purchase.

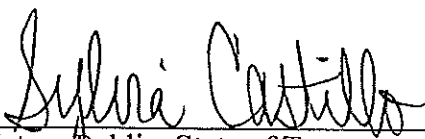
  
\_\_\_\_\_  
JUAN CARLOS SOSA

  
\_\_\_\_\_  
JUANA GONZALEZ

STATE OF TEXAS           §  
                                  §                   ACKNOWLEDGMENT  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on the 17TH day of July, 2009, by JUAN CARLOS SOSA and JUANA GONZALEZ.



  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
  
Law Office of Juan R. Molina  
710 S. Texas Blvd./P.O. Box 190  
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:  
  
Law Office of Juan R. Molina  
710 S. Texas Blvd./P.O. Box 190  
Weslaco, Texas 78596  
(956) 968-7971

# Chapter 232 Texas LGC Application

APPLICATION NO:

4-8902

Aug. 6, 2009

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

[ 1 ] OWNER: SOSA, JUAN CARLOS

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
NORTH SAN CARLOS EST #2 LOT 79

2214 EVA AVE.  
EDINBURG TX, 78542

Telephone No. 684-2190

LOCATION: 0 83RD & MILE 17 1/2

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
20- MOBILE HOMES

[ 10 ] EST. COST OF CONST.: \$800

[ 5 ] SIZE OF STRUCTURE: 105 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES.ZONE-X

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL REGULATIONS & SETBACKS  
FRONT 25' SIDE'S 6' REAR 15' FINISHED FLOOR OF  
ELEV. 18" CENTERLINE OF STREET

### FOR COUNTY USE ONLY APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

Flood Zone: NO 0305-D  
Panel No. /Suffix: \_\_\_\_\_ Pct: 4

Community No.: 480334

Certification of Elevation  
Required: YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by Fred U. Castillo Date 8/12/09

Approved by Michelle Gonzalez Date 8/12/09

Signature of Owner or Applicant Juan Carlos Sosa Date \_\_\_\_\_

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No:

4-11401  
3/11/12

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Virginia Becaregra

Address: 5632 Gl. St.  
Edinburg, TX  
78542

Phone: (956) 929-8082

Approved by Environmental Health:	Temporary Service	Final Service
	<u>N/A</u>	<u>[Signature]</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>4 8974</u> <u>4 / 12 / 12</u>

Water Supplier: NAWSIC

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: N/A  
 Temporary Pole  Permanent Service

regarding the land described as:

WJ Timcos lot 8 blk 1

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 01-07-81);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11401

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Virginia Bocanegra  
Address: 5632 61/2 St.  
Edinburg, Tx. 78542  
Phone: (956) 999-8082

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

600 Tinacos lot 8 Blk. 1

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Virginia Bocanegra  
Requesting Party (Signature)

4-03-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) None

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4-03-12  
Date

Raul Castillo  
County Official

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** December 2, 2010

**Grantor:** Rolando Turrubiates and wife, Leticia Turrubiates

**Grantor's Mailing Address:**

Rolando Turrubiates and Leticia Turrubiates  
5511 El Sauz  
Edinburg, Texas 78539  
Hidalgo County

**Grantee:** Jesus Bocanegra and wife, Virginia Bocanegra

**Grantee's Mailing Address:**

Jesus Bocanegra and Virginia Bocanegra  
5632 Gonzalez St.  
Edinburg, Texas 78542  
Hidalgo County

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

All of Lot Eight (8), Block One (1), Los Tinacos Subdivision, Hidalgo County, Texas as per map or plat thereof recorded in Volume 21, Page 145, Map Records, Hidalgo County Texas

**Reservations from and Exceptions to Conveyance and Warranty:**

Those of Record

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**This instrument was prepared based on information furnished by the parties, and no independent title search has been made.**

Rolando Turrubiates  
Rolando Turrubiates

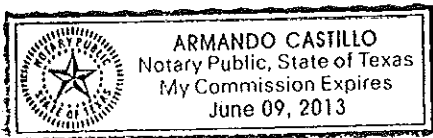
Leticia Turrubiates  
Leticia Turrubiates

Jesus Bocanegra  
Jesus Bocanegra

Virginia Bocanegra  
Virginia Bocanegra

STATE OF TEXAS )  
COUNTY OF HIDALGO )

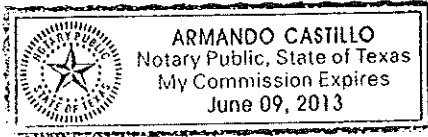
This instrument was acknowledged before me on December 3, 2010, by Rolando Turrubiates.



Armando Castillo  
Notary Public, State of Texas  
My commission expires: June 9, 2013

STATE OF TEXAS )  
COUNTY OF HIDALGO )

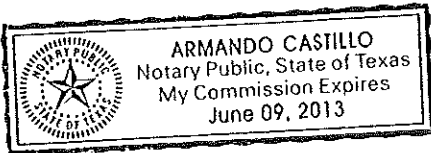
This instrument was acknowledged before me on December 3, 2010, by Leticia Turrubiates.



Armando Castillo  
Notary Public, State of Texas  
My commission expires: June 9, 2013

STATE OF TEXAS )  
COUNTY OF HIDALGO )

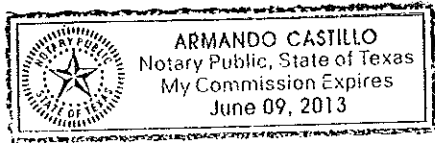
This instrument was acknowledged before me on December 6, 2010, by Jesus Bocanegra.



Armando Castillo  
Notary Public, State of Texas  
My commission expires: June 9, 2013

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me on December 3, 2010, by Virginia Bocanegra.



Armando Castillo  
Notary Public, State of Texas  
My commission expires: June 9, 2013

PREPARED IN THE OFFICE OF:  
Law Office of Judith Peña-Morales, P.C.  
120 S. 12th Ave.  
Edinburg, Texas 78539

AFTER RECORDING RETURN TO:  
Jesus and Virginia Bocanegra  
5632 Gonzalez St.  
Edinburg, Texas 78542  
Law Office of Judith Peña-Morales  
Warranty Deed

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11401

Mar. 14, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

L6440-00-001-0008-00

[1] OWNER: BOCANEGRA, JESUS & VIRGINIA  
5632 GONZALEZ ST.  
EDINBURG, TX 78539-9891  
Telephone No. 929-8082

[7] LEGAL DESC./NAME OF SUBDIVISION  
LOS TINACOS LOT 8 BLK 1

LOCATION: 0 ALAMO & OWASSA

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE  
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$55,000

[5] SIZE OF STRUCTURE: 2,310 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[6] USE OF BUILDING: RES.ZONE-B

Special Conditions: No construction allowed over any easements.  
MUST COMPLY W/ALL REGULATIONS & SETBACKS  
FRONT 25' SDIE'S 6' REAR 15' FINISH FLOOR OF ELEV.  
18" TOP OF STREET.

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

Flood Zone: NO 0/25 C  
Panel No. /Suffix: \_\_\_\_\_ Pct: 4

Community No.: 4800334

Certification of Elevation  
Required: \_\_\_ YES  NO \_\_\_ BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Jose Castillo 3-14-12  
Prepared by Date

Ruday Rioj 3-13-12  
Approved by Date

X \_\_\_\_\_  
Signature of Owner or Applicant Date

[ NOTICE - ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



# PLANNING DEPARTMENT

Rev. 02-19-10

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956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 4-11447

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Erika Gosalvez

Address: 3830 Timberwood Dr.  
Edinburg, TX 78542

Phone: (956) 451-1036

Approved by Environmental Health:	Temporary Service _____	Final Service _____
Inspection/Permit No:	Authorized Signature _____	Authorized Signature _____
Date Approved:	<u> / /</u>	<u> / /</u>

Water Supplier: North Alamo

Utility Provider:  M.V.E.C.     AEP

Account/ESI No.: \_\_\_\_\_  
 Temporary Pole     Permanent Service

regarding the land described as:

Oakland Village II Lot #95,

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 04-20-05);

(verified by Margu Gerda);

(verified by Margu Gerda);

(verified by Margu Gerda);

(verified by Margu Gerda);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
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Precinct No.1 Substation  
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956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 4-11447

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Erika Gosalvez

Address: ~~3721 Sycamore Drive~~ <sup>with</sup> 3830 Timberwood Dr.

Edinburg, Tx 78542

Phone: (956) 451-1036

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

3721 Sycamore Drive

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Erika Gosalvez  
Requesting Party (Signature)

4-3-12  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe) PMT

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

04-04-12  
Date

[Signature]  
County Official

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## WARRANTY DEED WITH VENDOR'S LIEN

**Date:** March 22, 2012

**Grantor:** GUSTAVO GUILLERMO DIETRICH and wife, MARIA MATILDE MALDONADO DE DIETRICH

**Grantor's Mailing Address:**

1913 Mesquite St.  
Edinburg, Texas 78539  
Hidalgo County

**Grantee:** ERIKA M. GOSALVEZ and JOSPEH GARCIA

**Grantee's Mailing Address:**

3830 Timberwood Drive  
Edinburg, Texas 78542  
Hidalgo County

**Consideration:** Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of ONE HUNDRED FIFTY TWO THOUSAND EIGHT HUNDRED TWENTY FOUR AND 00/100 DOLLARS (\$152,824.00) of which TWENTY NINE THOUSAND AND 00/100 DOLLARS (\$29,000.00) shall be used for the purchase of the property described herein and the balance shall be used for the construction of improvements thereon. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, trustee.

**Property (including any improvements):**

All of Lot 95, OAKLAND VILLAGE PHASE II, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 47, Pages 169-171, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Restriction filed April 22, 2005 under Document Number 1462488, Official Records and Volume 47, Pages 169-171, Map Records, Hidalgo County, Texas.

Annual maintenance charge and/or current assessments as set forth in instrument dated April 21, 2005, filed April 22, 2005 under Document Number 1462488, Official Records, Hidalgo County, Texas.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Minimum floor elevations, setback lines, utility and electrical easements, sidewalk requirements and restrictions as shown on the map of Oakland Village Phase II, recorded in Volume 47, Pages 169-171, Map Records of Hidalgo County, Texas.

Easement for roadways, canals, drainage ditches, laterals, etc., as shown by instrument dated January 10, 1917, recorded in Volume 57, Page 601, Deed Records of Hidalgo County, Texas.

Right of way easement granted to North Alamo Water Supply Corporation, its successors and assigns, dated November 5, 2002, filed November 8, 2002 under Document Number 1138795, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease recorded in Volume 362, Page 157; dated November 12, 1982, recorded in Volume 409, Page 213 and dated November 20, 1981, recorded in Volume 411, Page 369, all in the Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases as shown by instruments dated March 3, 1999, filed---, under Document Numbers 768134, 769953, 769954, 773295, 773299, 773305, 773311; dated March 18, 1999, filed---, under Document Number 773344; filed March 3, 1999 under Document Numbers 773349, 773533, 796221, 796223 and 797851 and extended under Document Number 1055111; dated March 4, 1999 under Document Number 773520 and corrected under Document Number 819759, all in the Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument filed under Document Number 888450 and corrected and amended under Document Number 1034317, Official Records of Hidalgo County, Texas.

All water rights reserved as shown by instrument dated May 27, 2005, filed June 1, 2005 under Document Number 2005-1478207, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated March 25, 2003, filed March 31, 2003 under Document Number 1182983 and dated May 27, 2005, filed June 1, 2005 under Document Number 2005-1478207, both in the Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

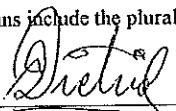
Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

LONE STAR NATIONAL BANK at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR NATIONAL BANK and are transferred to LONE STAR NATIONAL BANK without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

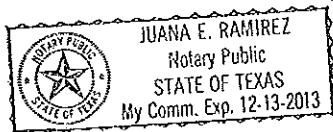
  
\_\_\_\_\_  
GUSTAVO GUILLERMO DIETRICH

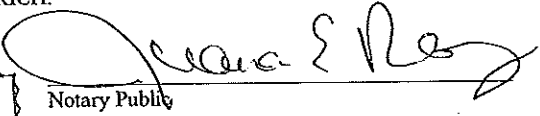
  
\_\_\_\_\_  
MARIA MATILDE MALDONADO DE DIETRICH

THE STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 24th day of March 2012, by GUSTAVO GUILLERMO DIETRICH.

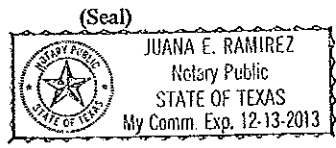
(Seal)



  
\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 24<sup>th</sup> day of March  
2012, by MARIA MATILDE MALDONADO DE DIETRICH.



*Juana Ramirez*  
Notary Public

PREPARED IN THE OFFICE OF:  
LAW OFFICE OF RICHARD A. CANTU, P.C.  
P. O. Box 6149  
McAllen, Texas 78502

File/GF No.: 6057-12/128717vltc

AFTER RECORDING RETURN TO:  
ERIKA M. GOSALVEZ AND  
JOSEPH GARCIA  
3830 Timberwood Drive  
McAllen, Texas 78542

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11447

Mar. 30, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave  
TEL 318-2840

EDINBURG TX 78539  
FAX 318-2844

00480-02-000-0095-00

[ 1 ] OWNER: GONZALEZ, ERIKA M. & JOSEPH  
GARCIA  
3830 TIMBERWOOD DR.  
EDINBURG, TX. 78542

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
OAKLAND VILLAGE #2 LOT 95

Telephone No. 438-0328

LOCATION: 0 R. LONGORIA & WISCONSIN

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: BRIC

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
01- RESIDENTIAL NEW SINGLE DWELLING

[ 10 ] EST. COST OF CONST.: \$15,000

[ 5 ] SIZE OF STRUCTURE: 2,780 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: NEW RESIDENTIAL

Special Conditions: No construction allowed over any easements.  
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA  
REGULATIONS FRONT-25' REAR-21.8 SIDES-6'

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER \_\_\_\_\_

TOTAL AMOUNT . . . . . \$30.00

Light [X]

Water [X]

Flood Zone: NO  
Panel No. /Suffix: 440331

Pct: 4

Community No.: 0425-C

Certification of Elevation

Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Rodolfo Rios 3-30-12  
Prepared by Date

Arvon H 3-30-12  
Approved by Date

[Signature] 3/30/12  
Signature of Owner or Applicant Date

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

<b>PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY</b>		
	<b>APPLICANT</b>	<b>APPLICATION NO.</b>
1.	VELORIS STOLESON	3-12342
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: April 10, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 3-12342

4/2/12

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Urbis Stoleson / care of: / Danna Balbina

Address: 5007 Siesta dr  
Mission TX  
78574

Phone: (956) 990-0253

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Authorized Signature	_____	Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	<u>1 / 1</u>	<u>4 / 2 / 12</u>

Water Supplier: Agua Sud

Utility Provider: [ ] M.V.E.C. [X] AEP

Account/ESI No.: 100327894130176967  
[ ] Temporary Pole [X] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Citrus Lake Estates Lot 69

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

[Signature] 4/2/12  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 (3) 4

Application No: 312342  
4/2/12

**AFFIDAVIT  
TO APPLY TO THE COUNTY OF HIDALGO  
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY  
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Veloris Stokeson

Known to me [or proved to me in the oath of \_\_\_\_\_ or through  
TDL# 091666226 (description of federal or state government ID card with photograph and signature)],  
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Citrus Lake Estates Lot 69."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

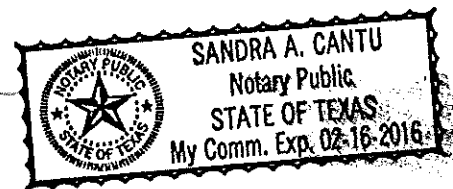
-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Veloris Stokeson (Signature)

SUBSCRIBED AND SWORN TO before me on April 2, 2012 to certify which, witnesses my hand and seal of office.

Sandra Cantu  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Chapter 232 Texas LGC Application

APPLICATION NO:

3-12342

Apr. 2, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

PO DRAWER B  
TEL 318-2840

EDINBURG TX 78539  
FAX 318-2844

C4968-00-000-0069-00

[ 1 ] OWNER: STOLESON, VELORIS

5007 SISTA DR.  
MISSION TX 78574-1428

Telephone No. 424-9005

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION

CITRUS LAKE ESTATES LOT 69  
ZONE X-44

LOCATION: 5012 SIESTA DR

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: AGUA

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES

44-MOBILE HOMES/ RV

[ 10 ] EST. COST OF CONST.: \$34,000

[ 5 ] SIZE OF STRUCTURE: 1,008 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES M/H

Special Conditions: No construction allowed over any easements.  
F 10 S6 R15

FOR COUNTY USE ONLY  
APPLICATION FEES

Prepared by

4/2/12

Date

OTHER \_\_\_\_\_

TOTAL AMOUNT . . . . . \$30.00

Approved by

4/12/12

Date

Light [X] Water [X]

Flood Zone: NO

Panel No. /Suffix: \_\_\_\_\_ Pct: 3

Community No.: \_\_\_\_\_

Certification of Elevation

Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Signature of Owner or Applicant

Date

[ NOTICE ]

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I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

# GENERAL WARRANTY DEED

**Date:** DECEMBER 3, 2001

**Grantor:** MARY H. SPALDING aka MARY HELEN SPALDING, a single person

**Grantor's Mailing Address:**

**Grantee:** VELORIS STOLESON

**Grantee's Mailing Address:**

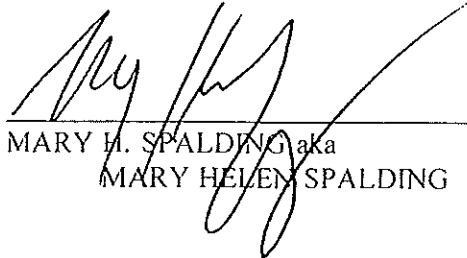
**Consideration:** Cash and other good and valuable consideration.

**Property (including any improvements):**

All of Lots 68 and 69, CITRUS LAKE ESTATES, Unit No. 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 23, Page 149, Map Records of Hidalgo County, Texas.

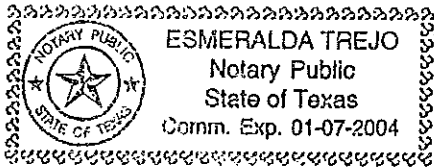
**Reservations From and Exceptions to Conveyance and Warranty:**

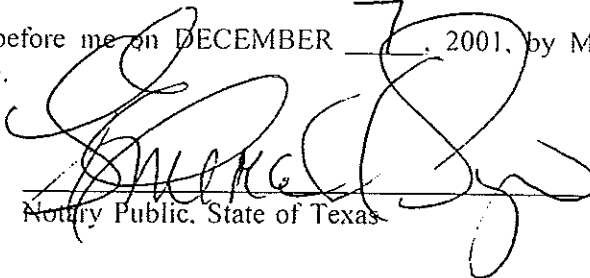
- A. Visible and apparent easements on or across the land herein described.
- B. Statutory rights in favor of Hidalgo County Irrigation District No. 6, pursuant to applicable sections of the Texas Water Code.
- C. Easements in favor of Hidalgo County Irrigation District No. 6.
- D. Subject to Covenants, Conditions, Stipulations, Easements and Assessments as contained in Restrictions recorded in Volume 1897, Page 652, Volume 1976, Page 493 and in Volume 2523, Page 648, all of the Official Records; and in Document No. 453326 (filed May 19, 1995) and refiled May 26, 1995, under Document No. 454616; and filed May 19, 1995, under Document No. 453327, Hidalgo County, Texas.
- E. Reservation and/or Conveyance of all oil, gas and other minerals, as described in instruments dated October 9, 1953, recorded in Volume 785, Page 165, Deed Records; dated April 10, 1961, recorded in Volume 260, Page 795, Oil and Gas Records; dated February 1, 1961, recorded in Volume 1003, Page 347; dated February 1, 1961, recorded in Volume 1003, Page 348; dated April 10, 1961, recorded in Volume 1004, Page 322; dated February 20, 1969, recorded in Volume 1234, Page 363, all of the Deed Records of Hidalgo County, Texas, reference to which

  
\_\_\_\_\_  
MARY H. SPALDING aka  
MARY HELEN SPALDING

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on DECEMBER 7, 2001, by MARY H. SPALDING aka MARY HELEN SPALDING.



  
\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

GF #0122843 EVA  
WINGATE-LAW OFFICES  
315 NOLANA  
McALLEN, TEXAS 78504  
(P:\PRODOC\0122843.1\sr)

AFTER RECORDING RETURN TO:

Veloris Stoleson

<b>PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT &amp; UTILITY STATUS</b>		
	<b>APPLICANT</b>	<b>APPLICATION NO.</b>
1.	ANA RODRIGUEZ	3-12324
2.	BLANCA L CASTILLO	3-12335
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: APRIL 10, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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956-318-2844

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956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2/3/4

Application No:

3-12324  
3/29/12

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Ava Rodriguez

Address: 18209 Cardinal  
valley st.  
Mission, TX 78574

Phone: (956) 445 3881

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>Cardinal Valley</u> Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>3/29/12</u>

Water Supplier: Agua SUD

Utility Provider: [ ] M.V.E.C. [x] AEP

Account/ESI No.: 100327894-90243596  
[ ] Temporary Pole [x] Permanent Service

regarding the land described as:

Cardinal Valley, Lot 12

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2-11-03);

(verified by Sandra Carter);

(verified by Sandra Carter);

(verified by Sandra Carter);

(verified by Sandra Carter);

Sandra Carter  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

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2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 312324

3/29/12

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Ana Rodriguez  
Address: 18209 Cardinal Valley st.  
MISSION, TX 78574  
Phone: (956) 445-3881

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Cardinal Valley Lot 12

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Ana Rodriguez  
Requesting Party (Signature)

3-29-2012  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Copy of permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

3/29/2012  
Date

Sandra Center  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:  
3-12324,  
Mar. 29, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
PO DRAWER B EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

C1627-00-000-0012-00

[ 1 ] OWNER: RODRIGUEZ, ANA B  
2900 W 46TH ST  
  
MISSION, TX 78574  
Telephone No. 445-3881

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
CARDINAL VALLEY ""AMENDED""  
LOT 12 X-44

LOCATION: 0 7 ML & IOWA RD

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: AGUA

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
44-MOBILE HOMES/ RV

[ 10 ] EST. COST OF CONST.: \$1,500

[ 5 ] SIZE OF STRUCTURE: 256 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES MH ZONE X

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.  
FRONT 25' SIDES 6' REAR 15'  
18 INCHES ABOVE CENTERLINE OF STREET.

FOR COUNTY USE ONLY  
APPLICATION FEES

Sandra Carter  
Prepared by

3/29/2012  
Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

H. Garza  
Approved by

3/27/2012  
Date

Light [X] Water [X]  
Flood Zone: NO  
Panel No. /Suffix: 02900 Pct: 3  
Community No.: 480334  
Certification of Elevation  
Required:  YES  NO  BFE

Ana Rodriguez  
Signature of Owner or Applicant

3-29-2012  
Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

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**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**1179855**

Date: March 10, 2003

Grantor: Cardinal Development, Ltd., A Texas Limited Partnership

Grantor's Mailing Address:  
P.O. Box 721052  
McAllen, Texas 78504

Grantee: Ana B. Rodriguez  
First Buyer's Social Security Number: 640-78-9822

Grantee's Phone Number: (956) 584-3096

Grantee's Mailing Address (including county):  
Rt. 28, Box 705  
Mission, Texas 78572  
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fourteen Thousand Four Hundred Dollars and No Cents (\$14,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 12, Cardinal Valley Subdivision, as shown by the map or plat thereof recorded in Volume 41, Pages 167-169, and amended in the Plat recorded in Volume 41, Page 197 of the Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, and other matters shown on the plat of Cardinal Valley Subdivision recorded in the Map Records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. No Lot shall be used except for residential purposes, except for lots 1, 2, and 3, which may be used for commercial or residential purposes;
2. No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

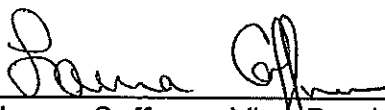
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute. When the context requires, singular nouns and pronouns include the plural.

Cardinal Development, Ltd.  
A Texas Limited Partnership

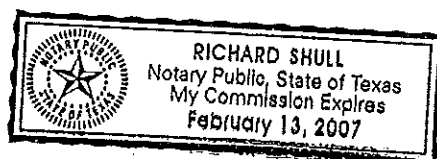
BY: Cardinal Administration, L.L.C.  
Its General Partner

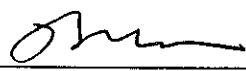
BY:   
Laura Coffman, Vice President

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 17<sup>th</sup> day of March, 2003, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., in its capacity as General Partner of Cardinal Development, Ltd., A Texas Limited Partnership.



  
Notary Public, State of Texas



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2/3/4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 3-12375

3/30/12

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Blanca L. Castillo

Address: 3800 de la ptata. st.  
MISSION TX 78572  
(956) 960-1584  
Phone: (956) 563 1121

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		preinst.
Date Approved:	<u>1 1</u>	<u>4 13 12</u>

Water Supplier: Agua JUD

Utility Provider: [ ] M.V.E.C. [x] AEP

Account/ESI No.: 100327894-  
[ ] Temporary Pole [x] Permanent Service

regarding the land described as: Monte Benito Lot 53

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared; (Date approved 11/8/01);
- YES A plat has been reviewed and approved by the Commissioners Court; (verified by Roy Cantu);
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Roy Cantu);
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Roy Cantu);
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Roy Cantu);
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Roy Cantu);

Roy Cantu 4/3/12  
Planning Department Authorized Signature      Hidalgo County Judge      Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk      Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
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Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 3-12335

3/30/12

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Blanca L. Castillo

Address: 3800 de la plata st.

Mission TX 78572

(956) 960-1554

Phone: (956) 563-1121

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Monte Bonito Lot 53

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Blanca L. Castillo 4/3/12  
Requesting Party (Signature) Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4/3/12  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:  
3-12335  
Mar. 30, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
PO DRAWER B EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

M5759-00-000-0053-00

[ 1 ] OWNER: CASTILLO, BLANCA LILIANA P  
3800 DE LA PLATA ST

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
MONTE BONITO LOT 53  
C-44

MISSION TX 78572

Telephone No. 960-1554

LOCATION: 0 OLD 83 & SCOTTLANE

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: AGUA

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
44-MOBILE HOMES/ RV

[10] EST. COST OF CONST.: \$1,000

[ 5 ] SIZE OF STRUCTURE: 160 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES MH ZONE C

Special Conditions: No construction allowed over any easements.  
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.  
FRONT 25' SIDE 8' CORNERSIDE 10' REAR 15'  
18 INCHES ABOVE TOP OF CURB.

FOR COUNTY USE ONLY  
APPLICATION FEES

Sandra Carter  
Prepared by

3/30/12  
Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

R. Carter  
Approved by

3/29/12  
Date

Flood Zone: NO 0400C Pct: 3  
Panel No. /Suffix: \_\_\_\_\_

Community No.: 420334

Certification of Elevation  
Required:  YES  NO  BFE

Blanca Castillo  
Signature of Owner or Applicant

3/30/12  
Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2293680

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** Effective March 23, 2012

**Grantor:** Monte Bonito, LLC, a Texas Limited Liability Company

**Grantor's Mailing Address (including county):**

305(A) N. Shary Rd. Mission, Hidalgo County, Texas 78572

**Grantee:** Blanca Liliana Castillo-Pequeno

**Grantee's Mailing Address (including county):**

39819 Austen St., Penitas, Hidalgo County, Texas 78576

**Consideration:**

Ten dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of the execution and delivery by grantee of his one promissory note of even date herewith in the principal sum of \$25,000.00 payable to the order of MONTE BONITO L.L.C., a Texas Limited Liability Company, 305(A) N. Shary Rd., Mission, Hidalgo County, Texas 78572, as therein provided and bearing interest at the rate therein, specified and providing for acceleration of maturity in the event of default and for the attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust even date herewith to SANDRA VECCHIO, Trustee.

**Property (including any improvements):**

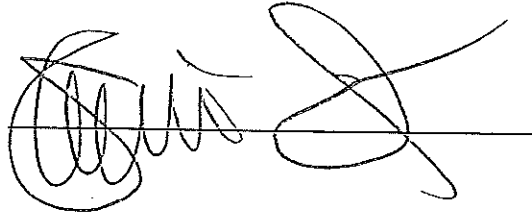
All of 53, Monte Bonito Subdivision, Hidalgo County, Texas as per map or plat thereof recorded in Volume 38, Page 160, Map Records of Hidalgo County, Texas

EXECUTED on the date of the acknowledgment below, to be effective for all purposes on the date and year first above written.

**GRANTOR:**

Monte Bonito, LLC, a Texas Limited Liability Company

By: Javier F. Perez, Sr., member/manager

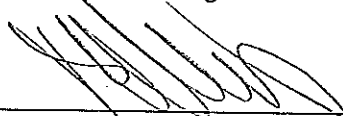


STATE OF TEXAS

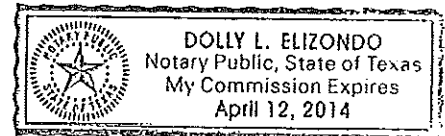
§  
§  
§

COUNTY OF HIDALGO

The foregoing instrument was acknowledged before me this 26 day of March 2012, by JAVIER F. PEREZ, SR., member/manager Monte Bonito, LLC



NOTARY PUBLIC, STATE OF TEXAS



**AFTER RECORDING RETURN TO GRANTEE:**

Blanca Liliana Castillo-Pequeno  
39819 Austen St.  
Penitas, Texas 78576

AI-31649

5. A.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply:

1. Approximately 500' east of Dillon Rd on the north side of mile 15N- Bore- Esteban Sanchez; 3/4" service connection
2. Approximately 500' east of FM 88 on the south side of Lulu's Dr- Bore- Adolfo Rosales; 3/4" service connection
3. Approximately 1,250' south of Walker Rd on the E & W of Victoria Rd- Bore- La Victoria Sub; 6" waterline w/12" PVC casing
4. Approximately 375',875',1,375' going east of Dillon Rd on the north and south side of Minnesota Rd Azteca Estates Sub- 8" waterline w/16" PVC casing

BACKGROUND

Attachments

nawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 12:10 PM
Olga Garza	Olga Garza	03/29/2012 08:38 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Rebecca Gomez		Started On: 03/27/2012 08:42 AM
Final Approval Date: 04/02/2012		

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10<sup>th</sup> day of April, 2012 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Approximately 500' east of Dillon Rd on the north side of mile 15N- Bore- Esteban Sanchez;3/4" service conn
- 2. Approximately 500' east of FM 88 on the south side of Lulu's Dr- Bore- Adolfo Rosales;3/4" service conn

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 3. Approximately 1,250' south of Walker Rd on the E & W of Victoria Rd- Bore- La Victoria Sub- 6" waterline w/12" PVC casing

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10<sup>th</sup> day of April, 2012 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 4. Approximately 375',875',1,375' going east of Dillon Rd on the north and south side of Minnesota Rd Azteca Estates Sub- 8" waterline w/16" PVC casing

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-31747

5. B.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. North Alamo Water Supply Corporation:

a. Approximately 500' north of mile 11N on the west side of mile 2W- Bore- Jesus Vallejo; 3/4" service connection

b. Approximately 1,175' north of C/L of Monte Cristo Rd on the east and west side of Sharp Rd- Bore-Vida Nueva Acres Sub.- 2" PVC casing 3/4" service connection

2. Kyndell Bennett:

a. Propose to bore an 18" concrete storm sewer line from proposed Texas Estates west to Cesar Chavez and thence north along the east side of Cesar Chavez to the "Curry Drain" located north of Curry Road.

BACKGROUND

Attachments

Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 01:22 PM
Olga Garza	Olga Garza	04/05/2012 09:22 AM
Auditor's Office	Angela Garcia	04/05/2012 01:57 PM
Form Started By: Rebecca Gomez		Started On: 04/03/2012 10:42 AM
Final Approval Date: 04/05/2012		

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10<sup>th</sup> day of April, 2012 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Approximately 500' north of mile 11N on the west side of mile 2W- Bore- Jesus Vallejo-3/4" service connection

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10<sup>th</sup> day of April, 2012 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 2. Approximately 1,175' north of the C/L of Monte Cristo Rd on the east and west side of Sharp Rd- Bore-Vida Nueva Acres Sub- 2" PVC casing ¾" service connection

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10<sup>th</sup> day of April, 2012 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Kyndell Bennett hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 18 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Propose to bore an 18" concrete storm sewer line from proposed Texas Estates west to Cesar Chavez and thence north along the east side of Cesar Chavez to the "Curry Drain" located north of Curry Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 18" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-31615

6. A.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

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Information

CAPTION

Acct	Payer	Amt
R3100.00.008.0006.02	San Jacinto Title Services	\$2764.42

BACKGROUND

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Attachments

san jacinto

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 01:18 PM
Perla Lopez	Perla Lopez	03/29/2012 08:44 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Hilda Fuentes		Started On: 03/22/2012 01:05 PM
	Final Approval Date: 04/02/2012	

Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

March 21, 2012

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

The Honorable Ramon Garcia  
Hidalgo County Commissioners  
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor  
Raymundo Eufrazio, CPA



Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.R3100.00.008.0006.02	SAN JACINTO TITLE SERVICES	\$ 2,764.42



# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	<b>AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE</b>	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) <b>P O BOX 178</b>	<b>DATE: Dec 31/12</b> <i>J.C. 3/10/12</i>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>		Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1:</b>	Owner's name <b>GARCIA MARIA DEL CARMEN &amp; JORGE</b>	PAYER: <b>SAN JACINTO TITLE SERVICES</b> †
<b>Owner's name and address</b>	Present mailing address (number and street) <b>PO BOX 1785</b>	
	City, town or post office, state, ZIP code <b>ROMA, TX 78584</b>	Phone (area code and number)

<b>Step 2:</b>	Legal description (or attach copy of the tax bill or tax receipt): <b>RIO GRANDE SECURITIES LT 6</b>	
<b>Describe the property</b>	Address or location of property: <b>270722</b> †	
	Account number of property: <b>R3100.00.008.0006.02</b>	Tax receipt number: <b>OR</b>

<b>Step 3:</b>	<b>Give the tax payment information</b>	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
		1. ALL ENTITES	2011 †	11/28 / 2011	\$ 3978.80	\$ 2764.42
		2.		/	\$	\$
		3.		/	\$	\$
		4.		/	\$	\$
		5. TOTAL		/	\$	\$ 2764.42 †
	Taxpayer's reason for refund (attach supporting documentation): <b>FILED LATE INCORRECT OWNERSHIP CHG BACK TO ARTURO LOPEZ DUE TO INCORRECT DEED:GRANT HS FILED LATE</b> †					
	<b>HF</b>					

<b>Step 4:</b>	<b>sign the form</b>	
	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature <b>sign here</b> → <i>[Signature]</i>	Date of application for tax refund
	<b>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</b>	

<b>Step 5:</b>	<b>Tax refund Determination</b>	
	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	Authorized officer <b>sign here</b> → <i>[Signature]</i>	Date <b>3/20/12</b>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <b>sign here</b> → <i>[Signature]</i> †	Date <b>3/12/12</b> †

*3/7 3/14*

AI-31623

7. A.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Sergio Cruz

Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$605,510.71 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 3/17/2012 to 3/30/12.

03/17-23/2012	\$312,661.83
03/24-30/2012	\$292,848.88
TOTAL	\$605,510.71

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

3-17-23-2012

3-24-30-2012

Invoices

Certification

Form Review

**Inbox**  
 Budget & Management  
 Olga Garza  
 Auditor's Office

**Reviewed By**  
 Merlen P. Munoz  
 Olga Garza  
 Angela Garcia

**Date**  
 04/02/2012 01:52 PM  
 04/05/2012 09:02 AM  
 04/05/2012 01:57 PM  
 Started On: 03/22/2012

Form Started By: Angelica Tapia

Final Approval Date: 04/05/2012



**BlueCross BlueShield  
of Texas**

**Group # 021185      HIDALGO COUNTY**  
**Settlement ID:      TX433010006**  
**Processed Date**  
**Period                      03/17/2012 to 03/23/2012**

<b>SECTION</b>		
<b>0001-0011</b>	<b>HIDALGO COUNTY</b>	<b>\$211,396.48</b>
<b>0002-0012</b>	<b>HEAD START</b>	<b>\$69,056.66</b>
<b>0003-0013</b>	<b>APPRAISAL DISTRICT</b>	<b>\$5,780.77</b>
<b>0004-0014</b>	<b>COMMUNITY SERVICE AGENCY</b>	<b>\$1,540.00</b>
<b>0005-0015</b>	<b>DRAINAGE DISTRICT NO.1</b>	<b>\$16,670.92</b>
<b>0006-0016</b>	<b>RETIREES</b>	<b>\$7,589.49</b>
<b>9001-9002</b>	<b>COBRA</b>	<b>\$627.51</b>
	<b>STOP LOSS</b>	<b>\$0.00</b>
	<b>TOTAL</b>	<b>\$312,661.83</b>



**BlueCross BlueShield  
of Texas**

**Group # 021185      HIDALGO COUNTY**  
**Settlement ID:      TX433010006**  
**Processed Date**  
**Period                      03/24/2012 to 03/30/2012**

<b>SECTION</b>		
<b>0001-0011</b>	<b>HIDALGO COUNTY</b>	<b>\$196,644.85</b>
<b>0002-0012</b>	<b>HEAD START</b>	<b>\$83,987.41</b>
<b>0003-0013</b>	<b>APPRAISAL DISTRICT</b>	<b>\$4,467.40</b>
<b>0004-0014</b>	<b>COMMUNITY SERVICE AGENCY</b>	<b>\$1,558.94</b>
<b>0005-0015</b>	<b>DRAINAGE DISTRICT NO.1</b>	<b>\$2,450.61</b>
<b>0006-0016</b>	<b>RETIREES</b>	<b>\$3,158.94</b>
<b>9001-9002</b>	<b>COBRA</b>	<b>\$580.73</b>
	<b>STOP LOSS</b>	<b>\$0.00</b>
	<b>TOTAL</b>	<b>\$292,848.88</b>

**Invoices - Invoice Details**

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 03/17/2012 - 03/23/2012 Process Date: 03/23/2012

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

Claim Period: 03/17/2012 - 03/23/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$896,321.56	\$211,396.48	\$67,999.40	\$0.00	\$143,397.08	2,333
TX433	01	002	HEAD START	\$162,840.75	\$69,056.66	\$10,882.76	\$0.00	\$58,173.90	687
TX433	01	003	APPRAISAL DISTRICT	\$19,723.07	\$5,780.77	\$2,624.09	\$0.00	\$3,156.68	81
TX433	01	004	COMMUNITY SERVICE	\$11,777.54	\$1,540.00	\$361.35	\$0.00	\$1,178.65	38
TX433	01	005	DRAINAGE DISTRICT	\$31,923.61	\$16,670.92	\$1,897.40	\$0.00	\$14,773.52	144
TX433	01	006	RETIREES	\$22,105.29	\$7,589.49	\$2,089.61	\$0.00	\$5,499.88	70
TX433	01	007	COBRA	\$12,216.95	\$627.51	\$95.41	\$0.00	\$532.10	19
			STOPLOSS	(\$1,357.53)	\$0.00	\$0.00	\$0.00	\$0.00	0
			<b>Customer Total Claims</b>	<b>\$1,156,908.77</b>	<b>\$312,661.83</b>	<b>\$85,950.02</b>	<b>\$0.00</b>	<b>\$226,711.81</b>	<b>3,372</b>
			<b>STOPLOSS Total</b>	<b>(\$1,357.53)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
			<b>Customer Grand Total</b>	<b>\$1,155,551.24</b>	<b>\$312,661.83</b>	<b>\$85,950.02</b>	<b>\$0.00</b>	<b>\$226,711.81</b>	<b>3,372</b>

**Invoices - Invoice Details**

Invoice ID: TX433010006 - HIDALGO COUNTY  
 Invoice Period: 03/24/2012 - 03/30/2012 Process Date: 03/30/2012

<b>Invoice Detail</b>
-----------------------

Invoice Detail summarizes claims activity by association.

Claim Period: 03/24/2012 - 03/30/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$1,092,966.41	\$196,644.85	\$44,276.62	\$0.00	\$152,368.23	2,536
TX433	01	002	HEAD START	\$246,828.16	\$83,987.41	\$16,653.41	\$0.00	\$67,334.00	792
TX433	01	003	APPRAISAL DISTRICT	\$24,190.47	\$4,467.40	\$2,304.25	\$0.00	\$2,163.15	92
TX433	01	004	COMMUNITY SERVICE	\$13,336.48	\$1,558.94	\$191.87	\$0.00	\$1,367.07	58
TX433	01	005	DRAINAGE DISTRICT	\$34,374.22	\$2,450.61	\$288.11	\$0.00	\$2,162.50	42
TX433	01	006	RETIREES	\$25,264.23	\$3,158.94	\$893.77	\$0.00	\$2,265.17	50
TX433	01	007	COBRA	\$12,797.68	\$580.73	\$131.92	\$0.00	\$448.81	22
			STOPLOSS	(\$1,357.53)	\$0.00	\$0.00	\$0.00	\$0.00	0
			<b>Customer Total Claims</b>	<b>\$1,449,757.65</b>	<b>\$292,848.88</b>	<b>\$64,739.95</b>	<b>\$0.00</b>	<b>\$228,108.93</b>	<b>3,592</b>
			<b>STOPLOSS Total</b>	<b>(\$1,357.53)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0</b>
			<b>Customer Grand Total</b>	<b>\$1,448,400.12</b>	<b>\$292,848.88</b>	<b>\$64,739.95</b>	<b>\$0.00</b>	<b>\$228,108.93</b>	<b>3,592</b>

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT  
CERTIFICATION OF MEDICAL INSURANCE CLAIMS  
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF March 17, 2012 thru March 30, 2012.

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$605,510.71.

- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 03/17/2012 to 03/30/2012 is \$605,510.71.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 10, 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Jerra Vazquez  
Employee Benefits Manager

[Signature]  
Dept. of Budget & Management Budget Officer

03/02/2012  
Date

04/02/2012  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

AI-31746

7. B.

**CC CONSENT**

**Meeting Date:** 04/10/2012

**Department Head:** Damaris SanMiguel

**Department:** BUDGET & MANAGEMENT

**Information**

**CAPTION**

General Fund Salary Sweep (1100):  
Approval to transfer General Fund lapsed salaries from various departments to the Countywide Administration - Contingency account.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** General Fund Obj. 113

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Please refer to attached Salary Sweep analysis as of 4-3-12. Funds available as of 4-3-12.

**Attachments**

Salary Sweep as of 4-3-12

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Ivan Cantu (Originator)	Ivan Cantu	04/04/2012 09:07 AM
Budget & Management	Merlen P. Munoz	04/04/2012 09:24 AM
Sylvia Solis	Sylvia Solis	04/04/2012 02:13 PM
Purchasing Department	Angela Garcia	04/05/2012 01:57 PM
Form Started By: Ivan Cantu		Started On: 04/03/2012
	Final Approval Date: 04/05/2012	

# Hidalgo County

Department of Budget & Management

SALARIES SWEEP, OBJ. 113  
AS OF TUESDAY, APRIL 3, 2012

Account Number	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*20)	Obj. 113 Available Balance as of 4-3-12	
11004120009003	113	INDIGENT DEFENSE	291,855.00	11,225.19	225,626.37	225,079.95	546.42
110041200031001	113	MASTER COURT	85,504.00	3,288.62	66,101.17	65,772.28	328.89
110041200032001	113	MASTER CRT II	85,504.00	3,288.62	66,101.17	65,772.28	328.89
110041200045001	113	CRIMINAL AUXILIARY COURT	209,799.00	8,069.19	162,190.77	162,405.66	(214.89)
110041200061001	113	JP PCT 1/PL 1	155,155.00	5,967.50	119,946.75	119,236.67	710.08
110041200062001	113	JP PCT 1/PL 2	155,155.00	5,967.50	119,946.75	124,502.00	(4,555.25)
110041200063001	113	JP PCT 2/PL 1	122,155.00	4,698.27	94,435.21	93,965.38	469.83
110041200064001	113	JP PCT 2/PL 2	122,155.00	4,698.27	94,435.21	93,965.38	469.83
110041200065001	113	JP PCT 3/PL 1	146,637.00	5,639.88	113,361.68	118,558.90	(5,197.22)
110041200066001	113	JP PCT 3/PL 2	179,636.00	6,909.08	138,872.45	138,422.82	449.63
110041200067001	113	JP PCT 4/PL 1	187,367.00	7,206.42	144,849.10	144,376.64	472.46
110041200068001	113	JP PCT 4/PL 2	330,741.00	12,720.81	255,688.23	264,384.06	(8,695.83)
110041200069001	113	JP PCT 5/PL 1	122,155.00	4,698.27	94,435.21	93,965.38	469.83
110041200080002	113	CRIM DA	4,468,128.00	171,851.08	3,454,206.65	3,488,819.72	(34,613.07)
110041200080013	113	DA CIVIL LITIGATION	199,291.00	7,665.04	154,067.27	199,974.76	(45,907.49)
110041200090001	113	DIST CLERK	1,998,533.00	76,866.65	1,545,019.74	1,574,475.54	(29,455.80)
110041230085003	113	PUBLIC DEFENDER	524,779.00	20,183.81	405,694.53	429,747.29	(24,052.76)
110041300110006	113	CO JUDGE	668,283.00	25,703.19	516,634.17	531,860.32	(15,226.15)
110041300125001	113	EXECUTIVE OFFICE	481,051.00	18,501.96	371,889.43	384,539.02	(12,649.59)
110041400130001	113	ELECTIONS DEPT	687,818.00	26,454.54	531,736.22	563,291.96	(31,555.74)
110041500200001	113	INFORMATION TECHNOLOGY	984,464.00	37,864.00	761,066.40	773,974.57	(12,908.17)
110041514115001	113	BUDGET & MANAGEMENT	888,369.00	34,168.04	686,777.57	708,846.92	(22,069.35)
110041515140001	113	TAX OFF	3,959,892.00	152,303.54	3,061,301.12	3,090,697.39	(29,396.27)
110041516150001	113	CO TREASURER	473,056.00	18,194.46	365,708.68	363,889.24	1,819.44
110041518160001	113	PURCHASING	1,065,890.00	40,995.77	824,014.96	855,453.12	(31,438.16)
110041540180001	113	CO CLERK	1,905,730.00	73,297.31	1,473,275.88	1,492,486.97	(19,211.09)
110041550190002	113	HUMAN RESOURCES	332,663.00	12,794.73	257,174.09	255,894.68	1,279.41
110041910210001	113	PLANNING DEPT	628,353.00	24,167.42	485,765.20	483,348.42	2,416.78
110041940220001	113	FACILITIES MANAGEMENT	2,641,193.00	101,584.35	2,041,845.36	2,067,864.88	(26,019.52)
110041950125003	113	SAFETY	551,370.00	21,206.54	426,251.42	434,818.56	(8,567.14)

# Hidalgo County

## Department of Budget & Management

SALARIES SWEEP, OBJ. 113  
AS OF TUESDAY, APRIL 3, 2012

Account Number	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*20)	Obj. 113 Available Balance as of 4-3-12	
110042100080003	113	AUTOPSIES	76,148.00	2,928.77	58,868.26	62,821.40	(3,953.14)
110042100125011	113	TX DPS	136,906.00	5,265.62	105,838.87	110,653.06	(4,814.19)
110042100280001	113	SHERIFF	12,967,736.00	498,759.08	10,025,057.45	10,112,860.84	(87,803.39)
110042100291001	113	CONSTABLE PCT.1	452,790.00	17,415.00	350,041.50	372,147.80	(22,106.30)
110042100292001	113	CONSTABLE PCT.2	306,032.00	11,770.46	236,586.28	242,147.19	(5,560.91)
110042100293001	113	CONSTABLE PCT.3	653,744.00	25,144.00	505,394.40	514,418.92	(9,024.52)
110042100294001	113	CONSTABLE PCT.4	639,325.00	24,589.42	494,247.40	491,788.54	2,458.86
110042100295001	113	CONSTABLE PCT.5	266,586.00	10,253.31	206,091.48	224,833.31	(18,741.83)
110042210300001	113	FIRE MARSHAL	212,582.00	8,176.23	164,342.24	162,769.68	1,572.56
110042300320034	113	ALTERNATIVE INCARCERATION PRG	146,000.00	5,615.38	112,869.23	114,377.92	(1,508.69)
110042321280002	113	JAIL	13,371,678.00	514,295.31	10,337,335.68	10,573,791.55	(236,455.87)
110042900110075	113	EMERGENCY MANAGEMENT	248,842.00	9,570.85	192,374.01	192,798.37	(424.36)
110043200121001	113	SANITATION PCT.1	538,767.00	20,721.81	416,508.33	424,201.83	(7,693.50)
110043200122001	113	SANITATION PCT.2	565,742.00	21,759.31	437,362.08	473,434.56	(36,072.48)
110043200123001	113	SANITATION PCT.3	978,988.00	37,653.38	756,833.03	782,658.02	(25,824.99)
110043200124001	113	SANITATION PCT.4	363,410.00	13,977.31	280,943.88	280,661.45	282.43
110044100340001	113	HEALTH ADM	1,123,894.00	43,226.69	868,856.52	865,349.16	3,507.36
110044100340003	113	HEALTH CLINICS	2,909,670.00	111,910.38	2,249,398.73	2,296,275.90	(46,877.17)
110044400240001	113	HUMAN SERVICES	904,942.00	34,805.46	699,589.78	712,577.26	(12,987.48)
110044400360001	113	CHILD WELFARE	80,188.00	3,084.15	61,991.49	70,933.64	(8,942.15)
110044400370001	113	VETERAN'S SRV	114,806.00	4,415.62	88,753.87	96,813.68	(8,059.81)
110045200121013	113	PARKS PCT.1	494,646.00	19,024.85	382,399.41	374,867.33	7,532.08
110045200122008	113	PARKS PCT.2	341,558.00	13,136.85	264,050.61	307,794.36	(43,743.75)
110045200123008	113	PARKS PCT.3	424,242.00	16,317.00	327,971.70	329,951.99	(1,980.29)
110045200124009	113	PARKS PCT.4	323,980.00	12,460.77	250,461.46	253,389.63	(2,928.17)
110046100380001	113	TX AGRILIFE EXT	171,793.00	6,607.42	132,809.20	132,148.36	660.84
110046600121050	113	PCT 1 CRC	60,427.00	2,324.12	46,714.72	46,482.34	232.38
110046600122018	113	PCT 2 CRC	97,623.00	3,754.73	75,470.09	75,332.01	138.08

# Hidalgo County

Department of Budget & Management

SALARIES SWEEP, OBJ. 113  
AS OF TUESDAY, APRIL 3, 2012

Account Number	Obj. Code	Department Name	Amounts based on BAP Salary Schedule			SAGE	Total Sweep
			2012 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*20)	Obj. 113 Available Balance as of 4-3-12	
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	70,686.29	72,319.82	(1,633.53)
110046600124077	113	PCT 4 CRC	31,815.00	1,223.65	24,595.44	31,815.00	(7,219.56)
			<b>63,748,976.00</b>	<b>2,451,883.69</b>	<b>49,282,862.22</b>	<b>50,212,805.68</b>	<b>(929,943.46)</b>

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency

\$ 929,943.46

**TOTALS**

-

To sweep lapsed salaries (obj. 113) expenditures to the Co. Wide Administration account.

AI-31770

7. C.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Flora Vazquez, HEALTH  
BENEFITS

Department: HEALTH BENEFITS

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Information

CAPTION

Self-Funded Workers Comp. (2202):

Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of \$ 42,733.33 for the period of 03/16-31/2012 and requesting approval of wire transfer.

BACKGROUND

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Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 02:21 PM
Olga Garza	Olga Garza	04/05/2012 09:26 AM
Auditor's Office	Angela Garcia	04/05/2012 01:57 PM
Form Started By: Flora Vazquez		Started On: 04/04/2012 11:24 AM
	Final Approval Date: 04/05/2012	

**Tristar Risk Management**  
**100 Oceangate Suite #700**  
**Long Beach, CA 90802**  
**(562) 495-6600**  
**TIN: 95-2791831**

April 2, 2012

Hidalgo County Workers Compensation Fund  
2818 S. Bus Hwy. 281  
Edinburg, TX 78539  
Flora Vazquez  
Director of Risk Management

L HIDAL.WC1  
Invoice Number: 88972

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Loss Replenishment

Re: Workers Compensation

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Tristar Risk Management hereby certifies that the attached billings for Losses Paid 42,733.33  
3/16-31/2012(Check#509901-510011) are in accordance with our contract with Hidalgo County  
Exhibit A, dated July 1st

---

**TOTAL CURRENT CHARGES** \$ 42,733.33

---

**Previous Balance Due** \$ 74,589.83

---

Payments and Credits

03/30/12 Payment received - thank you 74,589.83CR

---

Total Payments and Credits \$ 74,589.83CR

---

Total Balance Due \$ 42,733.33

---

Due Upon Receipt

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If you have any questions or need wire instructions, please call:  
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to  
speak with Annette Rivas

# Custom Payment Total

Hidalgo County WC losses paid 3/16-3/31/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
-----------	------------	------------	--------------	----------	----------	------------------	-------	------------------	--------	--------

**Alternate Organization 1 : Headstart**

<b>Alternate Organization 1 Total:</b>									51	8,488.55
--	--	--	--	--	--	--	--	--	----	----------

**Alternate Organization 1 : Hidalgo County**

<b>Alternate Organization 1 Total:</b>									171	34,244.78
--	--	--	--	--	--	--	--	--	-----	-----------

<b>Grand Total:</b>									222	42,733.33
---------------------	--	--	--	--	--	--	--	--	-----	-----------

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION  
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
FOR THE PERIOD OF: March 16-31, 2012

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)  
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying  
account in the amount of \$ 42,733.33

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 03/16-31/2012

(Check# 509901-510011)

1). Hidalgo County	\$	<u>34,244.78</u>	
2). Hidalgo County Headstart Program	\$	<u>8,488.55</u>	
3). Community Service Agency		<u>                    </u>	
4). Drainage District #1	\$	<u>                    -</u>	\$ <u>42,733.33</u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this  
payment on the Commissioner's Court Agenda of April 10, 2012

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank  
(estimate) \$ 107,266.67

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached  
check register and to the best of my knowledge ensure that:

- \* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
- \* All fees to vendors are appropriate for the type of service provided.
- \* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- \* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- \* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Elvira Vazquez  
Employee Benefits Director

4/04/2012  
Date

[Signature]  
Budget Officer

4/4/2012  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

AI-31569

8. A.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Martha L. Salazar

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into an Annual GIS Arcinfo Software/License Support Renewal Maintenance Agreement with (ESRI) Environmental Systems Research Institute for the Planning Department thru requisition #213059 in the amount of \$3,000.00/yr.-effective: 8/02/2012 through 8/01/2013-(2-1100-419-10-210-001-0-336);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-419-10-210-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Requisition #213059

Attachments

Requisition #213059

Quotation

Agreement

LEGAL LETTER

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/23/2012 10:07 AM
Budget & Management	Merlen P. Munoz	03/23/2012 10:09 AM
Olga Garza	Olga Garza	03/29/2012 09:11 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Blanca Mayorga		Started On: 03/21/2012 10:34 AM
	Final Approval Date: 04/02/2012	

# Requisition

Req # 00213059

PO #

Date: 03/19/12

*# 31569  
4/3/12  
Consent*

Bill To: x  
x

**Vendor:** 306703  
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'  
INC. DBA ESRI  
**380 NEW YORK STREET**  
REDLANDS CA 92373-8100  
FAX (909)793-5953

**Ship To:** PLANNING DEPARTMENT  
1304 S. 25th Street  
EDINBURG TX 78539

**Contact:** Irma Castillo  
956-318-2840

**Contract No:**

**Special Instructions:**

Req. #30

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	As per quote #25510142 (Product Class #93921) DO NOT DUPLICATE ORDER Maintenance renewal for GIS Arcinfo software/license w/tech support starting 08/02/2012 as per quote #25510142 (PC 93921)	3,000.00	3,000.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-419-10-210-001-0-336	3,000.00	
			Freight	.00
			Total	3,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

# Quotation

Date: 01/12/2012

Quotation Number: 25510142

COUNTY OF HIDALGO  
PLANNING DEPT  
1304 S 25TH  
EDINBURG TX 78539  
Attn: Irma Celia Castillo

**Send Purchase Orders To:**

Esri, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Barbara Walker

**Please include the following remittance address on your Purchase Order:**

Esri, Inc.  
File #54630  
Los Angeles, CA 90074-4630

**Customer Number: 349569**

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 08/02/2012 End Date: 08/01/2013	3,000.00	3,000.00
			<b>Subtotal</b>	3,000.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>\$ 3,000.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

**Issued By: Barbara Walker**

**Ext: 3936**

[WALKERB]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

**Quotation**  
Page 2

Date: 01/12/2012      Quotation No: 25510142      Customer No: 349569

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency, an educational facility, or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal).

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$ \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

(WALKERB)

**Blanca Mayorga**

---

**From:** Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]  
**Sent:** Thursday, March 22, 2012 10:51 AM  
**To:** 'Martha Salazar'  
**Cc:** 'Blanca Mayorga'  
**Subject:** RE: Agenda Item #AI-31569

I have reviewed the attached quote and agreement and approve as to the form of the agreement.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

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

\*\*\*\*\*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, March 21, 2012 2:30 PM  
**To:** josephine.ramirez@da.co.hidalgo.tx.us  
**Cc:** 'Blanca Mayorga'  
**Subject:** FW: Agenda Item #AI-31569  
**Importance:** High

Ms. Josephine:  
Please review and comment as to documents attached. They are acceptance of quotes but do contain some terms and conditions. They are on next week's agenda.  
Marty

---

**From:** Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]  
**Sent:** Wednesday, March 21, 2012 2:05 PM  
**To:** 'Martha Salazar'  
**Subject:** Agenda Item #AI-31569

Ms. Marty,  
Please forward for legal review.

Thanks,

**Blanca E. Mayorga, Purchase Order Specialist**  
**2802 S. Business Highway 281**  
**Edinburg, Texas 78539**  
**Phone: (956)318-2626 Ext 4869**  
**Fax: (956)292-7612**  
**[blanca.mayorga@co.hidalgo.tx.us](mailto:blanca.mayorga@co.hidalgo.tx.us)**

AI-31630

8. B.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Martha L. Salazar

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Contract Information

EXHIBIT A

BACKUP

GOV. LICENSE

DLT SOLUTIONS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/28/2012 01:05 PM
Budget & Management	Merlen P. Munoz	03/28/2012 03:11 PM
Manuel Chapa	Manuel Chapa	03/29/2012 12:37 PM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Purchasing Department	Marty Salazar	04/04/2012 10:56 AM

Form Started By: Tanya Delira

Started On: 03/23/2012 09:22 AM

Final Approval Date: 04/04/2012



**GSA  
Federal  
Acquisition  
Service**

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## Contractor Information

(Vendors) [How to change your company information](#)

<b>Contract #:</b> GS-07F-0251T	<b>Socio-Economic :</b> Small business
<b>Contractor:</b> BUCKSTAFF PUBLIC SAFETY, INC.	Woman Owned business
<b>Address:</b> 2401 COLONIAL AVE NORFOLK, VA 23517-2118	<b>EPLS :</b> Contractor not found on the Excluded Parties List System
<b>Phone:</b> (757)622-4580	<b>Govt. Contracting Officer:</b>
<b>E-Mail:</b> sales@handcuffwarehouse.com	Felicia Castillo
<b>Web Address:</b> http://www.handcuffwarehouse.com	Phone: 817-850-8340
<b>DUNS:</b> 076881627	E-Mail: felicia.castillo@gsa.gov
<b>NAICS:</b> 332999	

**Contract Clauses/Exceptions:**  
[View the specifics for this contract](#)

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0251T		Feb 28, 2017	426 1D	

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**  
"EXHIBIT A"

**TASB Buy Board;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
11/08/2011	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	363-10	01/01/2011 – 03/31/2014
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
01/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013

12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

**TPSS-Term contracts P.O.s;**

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1 <sup>st</sup> Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-1/31/2012
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-1/31/2012
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-2/29/2012 3/2010-2/2012
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

**TPSS-DIR;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX- AN-CTSA- 005	7/1/2016
6/29/2010	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	673	05/15/2012
7/05/2011	CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software	1364 835	5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014

	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX- AN-CTSA- 005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Votec	Software	937	2/27/2011-2013

**TPSS-TXMAS contracts;**

<b>CC Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2012 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-71111060	5/10/2006-2/26/2012 07/02/2004-05/31/2012
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko 's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-3/27/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013

05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-1/27/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba Workspace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 2/26/2012
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

**TPSS-State Travel Management Program;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-05/31/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-05/31/2012

**TIPS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012
11/22/2011	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	3042811	4/28/11-4/28/12
4/10/2012	*Arbor Construction & Energy Management*	Trades, Temporary Labor & Materials	304282011	4/28/11-4/28/12

**US Communities;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

**TCPN;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-3/31/2012
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional	R5023	7/12/2010-2/28/2015

		Prod./Printing Services.		
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-3/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

**GSA:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
<b>04/10/2012</b>	<b>*Buckstaff Public Safety, Inc.*</b>	<b>Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster</b>	<b>GS-07F-0251T</b>	<b>02/28/2012</b>
<b>4/10/2012</b>	<b>*CDW-G*</b>	<b>General Purpose Commercial Information Technology Equipment, Software and Services</b>	<b>GS-35F0195J</b>	<b>5/29/2012</b>
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
<b>04/10/2012</b>	<b>*DLT Solutions*</b>	<b>General Purpose Commercial Information Technical Equipment, Software and Services</b>	<b>GS-35F-4543G</b>	<b>5/31/2012</b>
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013

	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

**HGAC;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
3/20/2012	*Daco Fire Equipment*	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	04/30/2012
12/21/2010	Source Incorporated of Missouri dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

**CHOICE FACILITY PARTNERS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

**NJPA NATIONAL JOINT POWERS ALLIANCE**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

\*Denotes: New Vendor added for approval

**Contract Renewed**

*Consent  
#  
4/10/12*



**RECOGNIZES**

**Arbor Construction and Energy Management  
As an Awarded Vendor For  
Trades, Temporary Labor and Materials**

**Contract # 304282011  
Effective Date through 04/28/2011 – 04/28/2012**

*Dr. Ray Glynn*  
**Executive Director  
Region VIII ESC**



Visit [www.tips-usa.com](http://www.tips-usa.com) for details on this Awarded Vendor

Music Instruments(Purchase, Rental, Repair, Music)  
 Networking Equipment, Software and Services  
 New School Buses  
 Notification Systems  
 Office and School Supplies  
 Online Student Registration and Enrollment  
 Other  
 Outdoor Management, Equipment, Supplies and Service  
 Pavement Maintenance Services, Supplies and Materials  
 Permanent Modular Buildings  
 Photo ID Systems  
 Photo Voltaic Laminare Application  
 Photography Services  
 Playground Equipment and Supplies  
 Portable / Modular Buildings  
 Portable Basketball Courts, Sales and Service  
 Precast Concrete Buildings  
 Printing, Sorting & Other Related Services  
 Professional Consulting and Other Related Services  
 Promotional and Award Products  
 Public Finance Services-Lease Purchase  
 Qualified Retail Electric Provider  
 Record Asset Management  
 Refurbished Computers and Other Refurbished Equipment  
 Renewable Energy Solutions & Service  
 Roofing Replacements and Repairs  
 Roofing Specialized Built Up  
 Safety Equipment, Supplies and Service  
 School Bus Surveillance Equipment, Supplies & Installation  
 School Bus Used or Refurbished  
 School Buses New  
 Science Equipment and Supplies  
 Science Equipment and Supplies  
 Scoreboards, Supplies & Services  
 Security/Surveillance System Supplies & Installation  
 Signage, Equipment, Supplies & Service  
 Smart Pen With Education Bundle, Supplies and Service  
 SOFTWARE- Catalog  
 SOFTWARE-Software Special  
 SOFTWARE-Volume Licensing  
 Specialized Softwares  
 Sporting Goods, Apparel and Equipment  
 Sports Facility Lighting  
 Synthetic Turf, Running Tracks, Installation & Repair  
 Telephone Systems Equipment, Repairs & Service  
 Trades, Temporary Labor and Materials



Trades, Temporary Labor and Materials  
**3T Building Materials, LLC**  
 Email:Trent Thetford





Acme Construction  
 Email:Tera Hilger  
 Action Restoration, Inc  
 Email:Carl Holzapfel

Air Conditioning Innovative Solutions  
Email:Pamela Lawrence

All Temp  
Email:John May

All-Clean USA  
Email:Brett Overman

Andrade-Harper  
Email:John Barnett

 Arbor Construction & Energy Management   
Email:Tony Garza

ArCom Systems, Inc.  
Email:Chris Stuart

Arkansas Automatic Sprinkler/United Fire Suppression  
Email:Leslie Brown

Arkansas Electric Service & Contracting  
Email:Arley Wheatley

Brazos Urethane Inc  
Email:Larry Fattig

Budget Blinds of Springdale  
Email:Dean Homstad

Business Communications, Inc  
Email:Blake Denison

C & K Mitchell Service Contractors  
Email:Chris Mitchell

Capital Coating Inc  
Email:Mervin Fisher

CAS Companies, LP  
Email:Bill Bowlin

Castro Roofing of Texas  
Email:Rodolfo Rodriguez

Chemical Response & Remediation Contractors, Inc.  
Email:David A. Hanawa

CMC Network Solutions  
Email:Scott Broekemeier

Cool Roofing Systems, Inc  
Email:Chuck Uptergrove

Delcom Group  
Email:Joe Mark Phillips

Diaz Floors & Interiors  
Email:Andres Diaz

Duro-Last Roofing, Inc  
Email:Bill Paul

Earthlinc, Inc  
Email:David Brewer

EnviroShield Industrial Solutions, LLC  
Email:Marcie Markell

Fleming Controls and Power Specialties, Inc  
Email:Amanda Atchley

Fleming Electric, Inc.  
Email:Chris Wallace

*Consent  
# 31630  
4/10/12*



**MS GSA VISIO PRO 2010**

No image available at this time

**Mfr Part No.:** D87-05004 • Desc  
**Contractor Part No.:** 2077322  
**Manufacturer:** MICROSOFT GOVERNMENT LICE Flow/Org  
Chart Soft  
Licensing  
**Contract No.:** GS-35F-0195J (ends: May 29, 2012)  
**MAS Schedule/SIN:** 70/132-33  
**Warranty:** 1 YR  
**Made In:** UNITED STATES OF AMERICA  
**Weight:** 1.000 LB

**\$314.19 EA**

sold and shipped by  
CDW GOVERNMENT

visit contractor's website

**COOP PURCH** Cooperative Purchasing items

**ARRA** American Recovery and Reinvestment Act of 2009

**Compare Available Sources**

Quantity:



**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

Price/Unit ⇅	Contractor ⇅	Socio Photo	Deliv Days ⇅	Min ⇅	FOB/Shipping ⇅
<input type="radio"/> \$304.19 EA	EN POINTE GOV. INC.	s —	7 days delivered ARO		D-CONUS/O-AK,PR,HI
<input type="radio"/> \$304.43 EA	Dell Marketing L.P.	o	30 days delivered ARO	\$50.00	D-CONUS/O-AK,PR,HI
<input type="radio"/> \$304.43 EA	Dell Marketing L.P.	o	30 days delivered ARO	\$100.00	D-CONUS,AK,PR,HI
<input type="radio"/> \$308.87 EA	SHI INTERNATIONAL CORPORATION	o	30 days shipped ARO	\$50.00	D-CONUS ND-AK,PR,HI
<input type="radio"/> \$309.60 EA	GTSI	o	30 days delivered ARO	\$10.00	D-CONUS ND-AK,PR,HI
<input type="radio"/> \$311.00 EA	GOVCONNECTION, INC.	o	30 days delivered ARO	\$250.00	D-CONUS,AK,PR,HI
<input type="radio"/> \$313.43 EA	Insight Public Sector, Inc.	o	30 days delivered ARO	\$50.00	D-CONUS,AK,PR,HI
<input checked="" type="radio"/> \$314.19 EA	CDW Government	o	17 days delivered ARO		D-CONUS/O-AK,PR,HI
<input type="radio"/> \$317.92 EA	Softmart	s	30 days delivered ARO	\$50.00	D-CONUS ND-AK,PR,HI
<input type="radio"/> \$319.40 EA	SOFTCHOICE CORPORATION	o	30 days delivered ARO	\$100.00	D-CONUS ND-AK,PR,HI

# 31681  
Consent  
4/10/12



**GSA  
Federal  
Acquisition  
Service**

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## Contractor Information

(Vendors) [How to change your company information](#)

Contract #:	GS-35F-4543G	Socio-Economic :	Other than small business
Contractor:	DLT SOLUTIONS, LLC	EPLS :	Contractor not found on the Excluded Parties List System
Address:	13861 SUNRISE VALLEY DR STE 400 HERNDON, VA 20171-6126	Govt. Contracting Officer:	DENA R. GROSS
Phone:	(703)709-7172	Phone:	703-605-2862
E-Mail:	harry.franks@dlt.com	E-Mail:	dena.gross@gsa.gov
Web Address:	http://www.DLT.com	<b>Contract Clauses/Exceptions:</b>	
DUNS:	786468199	<a href="#">View the specifics for this contract</a>	
NAICS:	443120		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-4543G		May 31, 2012	132 12	
					132 3	
					132 32	
					132 33	
					132 34	
					132 50	
					132 51	
					132 52	
					132 8	

AI-31273

8. C.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Martha L. Salazar

Submitted By: Blanca Mayorga, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Requesting approval of annual Software License and Maintenance Agreements with Brazos Technology through our membership/participation with GSA contract #GS 35F 0096X as required by vendor after HC had acquired approval by CC to purchase said services and issuance of Purchase Order #667819.

BACKGROUND

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Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

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Attachments

Email #2

Purchase Order #667819

Email #1

Email #3

Coop Approval

legal letter

software license

software maintenance

Form Review

Form Started By: Blanca Mayorga

Started On: 03/30/2012

Final Approval Date: 04/02/2012

## Blanca Mayorga

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, February 09, 2012 3:09 PM  
**To:** 'Blanca Mayorga'  
**Subject:** FW: Brazos eCitaiton Contract Agreements  
**Attachments:** Software License 2011\_Hidalgo County\_v2.1.pdf; Software Maintenance Agreement\_County of Hidalgo\_v2.0.pdf; v.2.1.pdf; v2.0 Software maintenance agreement.pdf

**Importance:** High

-----Original Message-----

**From:** Stephen L. Crain [mailto:scrain@atlashall.com]  
**Sent:** Thursday, February 09, 2012 2:56 PM  
**To:** martha.salazar@co.hidalgo.tx.us  
**Subject:** FW: Brazos eCitaiton Contract Agreements  
**Importance:** High

Marty,

Please see the attached proposed draft's with Mr. Crain's changes of the software maintenance and license agreements.

If you have any questions, please call our office.

Thanks,  
Marynel

-----Original Message-----

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, February 09, 2012 12:17 PM  
**To:** scrain@atlashall.com  
**Cc:** 'Blanca Mayorga'  
**Subject:** FW: Brazos eCitaiton Contract Agreements  
**Importance:** High

Mr. Crain:  
Please review and comment as to form.  
Thanks,  
Marty

-----Original Message-----

**From:** Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]  
**Sent:** Thursday, February 09, 2012 12:01 PM  
**To:** 'Martha Salazar'  
**Subject:** FW: Brazos eCitaiton Contract Agreements

Ms. Marty,

Could you please forward to legal for review.

Thanks,

Blanca Mayorga

-----Original Message-----

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]  
Sent: Tuesday, February 07, 2012 9:28 AM  
To: blanca.mayorga@co.hidalgo.tx.us  
Subject: Fwd: eCitaiton Contract

----- Forwarded Message -----

From: "Mike McAleer" <mmcaleer@brazostech.com>  
To: renan@co.hidalgo.tx.us  
Cc: "Laurie Bain" <lbain@brazostech.com>  
Sent: Thursday, February 2, 2012 1:39:05 PM  
Subject: RE: eCitaiton Contract

Renan,

Thank you for your time today and we look forward to working with you!

Please find the revised license agreement and original maintenance agreement. If you see anything else that needs to change - please call me on my cell number.

Thank you again and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

From: Mike McAleer  
Sent: Thursday, February 02, 2012 11:39 AM  
To: 'renan@co.hidalgo.tx.us'  
Cc: Laurie Bain  
Subject: eCitaiton Contract

Renan,

Just left you a VM and wanted to follow up with an email. Laurie asked me to give you a call to modify the contract for the ticket writers.

Do we want to remove Exhibit A or B or both from the software license agreement?

Give me a shout on the cell (979.571.3198) when you get a chance and we will get this knocked out for you.

Thank you and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)



# Purchase Order

## COUNTY OF HIDALGO

PO#: 667819

DATE: 12/15/11

Page No 1 Of 2

VENDOR: 394424  
FAX (713) 583-9323  
Phone: (979) 690-2811  
BRAZOS TECHNOLOGY CORPORATION  
526 UNIVERSITY DRIVE EAST, SUITE 201A  
COLLEGE STATION TX 77840

REQ:00203849  
Email:JPOKORA@BRAZOSTECH.CO  
M

BUYER:  
SHIP TO: EMERGENCY SERVICES  
1615 S. CLOSNER  
SUITE G-H  
EDINBURG TX 78539

Vendor Acct:

CONTACT:  
SITE: EMERGENCY SERVICES

Contract No: GS 35F 0096X

Special Instructions:

## VENDOR NOTES

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
- INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		GS 35F 0096X		
1	EACH	CO ASSET #55137 GSA - IN A BOX, COP, ELECTRONIC CITATION, MOTOROLA MC75A W/PRINTER, AT&T, PORTABLE TECHNOLOGY (QTY1)	3,653.00	3,653.00
1	EACH	CO ASSET #55138 GSA - IN A BOX, COP, ELECTRONIC CITATION, MOTOROLA MC75A W/PRINTER, AT&T, PORTABLE TECHNOLOGY (QTY4)	14,115.00	14,115.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, INTEGRATION SERVICES, IMPLEMENTATION, ON-SITE TRAINING OFFICER, ADMINISTRATOR AND COURT	10,660.00	10,660.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, IN-CAR PRINTER CHARGER W/PRINTER MOUNT (QTY 1)Hosted TLETS Message Switch Steup & Installation. Object Code 336	207.00	207.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, IN-CAR PRINTER CHARGER W/PRINTER MOUNT (QTY 4)	584.00	584.00
1	EACH	CO ASSET #55139 GSA - IN A BOX, COP, ELECTRONIC CITATION, 4 SLOT CRADLE (QTY 1)	479.00	479.00
1	EACH	CO ASSET #55140 GSA - IN A BOX, COP, ELECTRONIC CITATION, HOSTED STATE MESSAGE SWITCH, SETUP, MOBILE LICENSE (QTY 4)	2,569.00	2,569.00
1	EACH	CO ASSET #55141 STATE MESSAGE SWITCH, MOBILE LICENSE (QTY 1)	302.00	302.00
1	EACH	SS SETUP & CONFIGURATION - FIRE INSPECTION SOFTWARE	2,500.00	2,500.00
1	EACH	SS TRAINING - FIRE, BUILDING CODE INSPECTION (6 HOURS)	1,500.00	1,500.00
5	EACH	OM RAM - HOL-LG-SYM1PU UNPKD. RAM MOUNT W/2 RAM-B-202 BASES (UPC#79344210101)	129.00	645.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized by:



# Purchase Order COUNTY OF HIDALGO

PO#: 667819

DATE: 12/15/11

Page No 2 Of 2

VENDOR: 394424  
FAX (713) 583-9323  
Phone: (979) 690-2811

REQ:00203849  
Email: JPOKORA@BRAZOSTECH.CO  
M

BUYER:  
SHIP TO: EMERGENCY SERVICES  
1615 S. CLOSNER  
SUITE G-H  
EDINBURG TX 78539

BRAZOS TECHNOLOGY CORPORATION  
526 UNIVERSITY DRIVE EAST, SUITE 201A  
COLLEGE STATION TX 77840

Vendor Acct:

CONTACT:  
SITE: EMERGENCY SERVICES

Contract No: GS 35F 0096X

Special Instructions:

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Total		37,214.00
		***** For Hidalgo County use only		
		1-1100-422-10-300-001-0-336	14,660.00	
		1-1100-422-10-300-001-0-601	1,436.00	
		1-1100-422-10-300-001-0-664	479.00	
		1-1100-422-10-300-001-0-665	2,871.00	
		1-1100-422-10-300-001-0-745	17,768.00	
		Approved -----		

Authorized by: Martín L. Salazar

## Blanca Mayorga

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, February 27, 2012 3:17 PM  
**To:** 'Blanca Mayorga'  
**Subject:** FW: Hidalgo Contract Revision  
**Attachments:** Software Maintenance Agreement\_County of Hidalgo\_v2.2.pdf; ATT04183.htm  
**Importance:** High

Ms. Blanca:

I think this is now ready. Remind me if this is ready to sign or do we need to take it to CC?  
Marty

---

**From:** Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]  
**Sent:** Monday, February 27, 2012 3:05 PM  
**To:** Martha Salazar; blanca.mayorga@co.hidalgo.tx.us  
**Subject:** Fwd: Hidalgo Contract Revision

Renan Ramirez  
Sent from my iPhone

Begin forwarded message:

**From:** Mike McAleer <mmcaleer@brazostech.com>  
**Date:** February 23, 2012 12:52:01 PM CST  
**To:** Laurie Bain <lbain@brazostech.com>  
**Cc:** "Renan Ramirez (renan.ramirez@co.hidalgo.tx.us)" <renan.ramirez@co.hidalgo.tx.us>  
**Subject:** RE: Hidalgo Contract Revision

Renan,

Please find the revised maintenance agreement with the changes requested.

Hope all is well with you sir.

Michael McAleer  
**Brazos Technology**  
Office: 979.690.2811 x1501  
Cell: 979.571.3198  
Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

**From:** Laurie Bain  
**Sent:** Thursday, February 23, 2012 11:41 AM  
**To:** Mike McAleer  
**Cc:** Renan Ramirez ([renan.ramirez@co.hidalgo.tx.us](mailto:renan.ramirez@co.hidalgo.tx.us))  
**Subject:** Hidalgo Contract Revision

Mike—just one more small change highlighted in attached contract on page 9. Changing “Municipal Court” to “JP/County Court”.

I would have done it for you but only had pdf—if you could send to renan when change completed.

Thanks!

Laurie Bain  
Regional Sales, State/Local Government  
**Brazos Technology**  
Cell 512-395-5665  
[www.brazostech.com](http://www.brazostech.com)

## Blanca Mayorga

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, February 17, 2012 3:40 PM  
**To:** 'Renan Ramirez'; 'Blanca Mayorga'  
**Subject:** FW: Brazos eCitaiton Contract Agreements  
**Attachments:** Software License 2011\_Hidalgo County\_v2.2.pdf

**Importance:** High

Renan:

Mr. Crain just called. The company made the changes request except that on the first page it should read a Texas County not a Texas municipality. Get the correction and we're good to go.

Marty

-----Original Message-----

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, February 17, 2012 2:14 PM  
**To:** 'scrain@atlashall.com'  
**Cc:** 'Renan Ramirez'; 'Blanca Mayorga'  
**Subject:** FW: Brazos eCitaiton Contract Agreements  
**Importance:** High

Mr. Crain:

Please review and comment as to form. We have already received approval to purchase from this company. We need to now execute documents.

Thanks,

Marty

-----Original Message-----

**From:** Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]  
**Sent:** Friday, February 17, 2012 10:16 AM  
**To:** blanca.mayorga@co.hidalgo.tx.us  
**Cc:** Martha L. Salazar  
**Subject:** Fwd: Brazos eCitaiton Contract Agreements

----- Forwarded Message -----

**From:** "Mike McAleer" <mmcaleer@brazostech.com>  
**To:** "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>  
**Cc:** "Laurie Bain" <lbain@brazostech.com>  
**Sent:** Thursday, February 16, 2012 9:16:54 PM  
**Subject:** RE: Brazos eCitaiton Contract Agreements

Renan,

Please find the revised software license agreement with the changes requested.

Please let me know if you need anything else.

03

04

Thanks,

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

1

From: Mike McAleer  
Sent: Thursday, February 16, 2012 10:58 AM  
To: 'Renan Ramirez'  
Subject: RE: Brazos eCitaiton Contract Agreements

Renan,

I apologize for the delay - I am travelling this week.

I will get this done and to you this evening when I get back to the hotel.

Thanks and hope all is well!

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]  
Sent: Tuesday, February 14, 2012 10:03 AM  
To: Mike McAleer  
Subject: Fwd: Brazos eCitaiton Contract Agreements

mike,

Need these changes made.

Renan Ramirez

Sent from my iPhone

Begin forwarded message:

From: "Blanca Mayorga" < blanca.mayorga@co.hidalgo.tx.us >  
To: renan.ramirez@co.hidalgo.tx.us  
Subject: FW: Brazos eCitaiton Contract Agreements

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
Sent: Thursday, February 09, 2012 3:09 PM  
To: 'Blanca Mayorga'  
Subject: FW: Brazos eCitaiton Contract Agreements  
Importance: High

-----Original Message-----

From: Stephen L. Crain [mailto:scrain@atlashall.com]  
Sent: Thursday, February 09, 2012 2:56 PM  
To: martha.salazar@co.hidalgo.tx.us

Subject: FW: Brazos eCitaiton Contract Agreements  
Importance: High

Marty,

Please see the attached proposed draft's with Mr. Crain's changes of the software maintenance and license agreements.

If you have any questions, please call our office.

Thanks,  
Marynel

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
Sent: Thursday, February 09, 2012 12:17 PM  
To: scrain@atlashall.com  
Cc: 'Blanca Mayorga'  
Subject: FW: Brazos eCitaiton Contract Agreements  
Importance: High

Mr. Crain:

Please review and comment as to form.

Thanks,  
Marty

-----Original Message-----

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]  
Sent: Thursday, February 09, 2012 12:01 PM  
To: 'Martha Salazar'  
Subject: FW: Brazos eCitaiton Contract Agreements

Ms. Marty,

Could you please forward to legal for review.

Thanks,

Blanca Mayorga

-----Original Message-----

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]  
Sent: Tuesday, February 07, 2012 9:28 AM  
To: blanca.mayorga@co.hidalgo.tx.us  
Subject: Fwd: eCitaiton Contract

----- Forwarded Message -----

From: "Mike McAleer" <mmcaleer@brazostech.com >  
To: renan@co.hidalgo.tx.us  
Cc: "Laurie Bain" <lbain@brazostech.com >  
Sent: Thursday, February 2, 2012 1:39:05 PM  
Subject: RE: eCitaiton Contract

Renan,

Thank you for your time today and we look forward to working with you!

Please find the revised license agreement and original maintenance agreement. If you see anything else that needs to change - please call me on my cell number.

Thank you again and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

From: Mike McAleer  
Sent: Thursday, February 02, 2012 11:39 AM  
To: 'renan@co.hidalgo.tx.us'  
Cc: Laurie Bain  
Subject: eCitaiton Contract

Renan,

Just left you a VM and wanted to follow up with an email. Laurie asked me to give you a call to modify the contract for the ticket writers.

Do we want to remove Exhibit A or B or both from the software license agreement?

8

Give me a shout on the cell (979.571.3198) when you get a chance and we will get this knocked out for you.

Thank you and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

9

B

D

C

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**AI-29682**

**10. R.**

**CC CONSENT**

**Meeting Date:** 11/22/2011

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

Information

CAPTION

**Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:  
 No fiscal impact.

Attachments

- The Playwell & Home Depot
- TIPS-Diaz Floors
- Brazos-GSA
- Updated Exhibit "A"

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/17/2011 09:48 AM
Budget & Management	Merlen P. Munoz	11/17/2011 10:27 AM
Purchasing Department	Marty Salazar	11/17/2011 11:03 AM
Budget & Management	Merlen P. Munoz	11/17/2011 11:16 AM
Rosalinda Cantu	Angela Garcia	11/18/2011 08:55 AM
Erika Zamora	Erika Zamora	11/18/2011 11:04 AM
Auditor's Office	Arcilia Duran	11/18/2011 01:51 PM

Form Started By: Tanya Delira

Started On: 11/15/2011 08:50 AM

Final Approval Date: 11/18/2011



*Contract  
39639 1/2/11*

[Home](#) | [easy quotes](#) | [GSA Advantage](#) | [online shopping](#) | [Help](#)  
 Search:  all the words

**C**ontractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0096X	Socio-Economic :	Other than small business
Contractor:	UNITED RADIO INCORPORATED	EPLS :	Contractor not found on the Excluded Parties List System
Address:	3345 POINT PLEASANT RD HEBRON, KY 41048-9711	Govt. Contracting Officer:	Joyce Taylor
Phone:	(859)371-4423	Phone:	703-835-2435
E-Mail:	mfraker@bluestarinc.com	E-Mail:	joyce.taylor@gsa.gov
Web Address:	http://www.bluestarinc.com		

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0096X		Nov 30, 2015	132 12 132 8	   



**United Radio Incorporated dba BlueStar USA**  
**Participating Dealer**

**Brazos Technology**  
**P.O. Box 10713**  
**College Station, TX 77842**

**POC:**  
**Michael McAleer**  
**Office: 979.690.2811 x101**  
**Cell: 979.571.3198**  
**Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)**

**Blanca Mayorga**

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**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, March 30, 2012 11:18 AM  
**To:** 'Blanca Mayorga'  
**Subject:** FW: Consent AI-31273 Purchasing Dept

**Importance:** High

Ask Ms. Angela or Ms. Monica to attach legal's approval to agenda item.

---

**From:** Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]  
**Sent:** Friday, March 30, 2012 11:13 AM  
**To:** 'Martha Salazar'  
**Cc:** 'Blanca Mayorga'; 'Renan Ramirez'  
**Subject:** RE: Consent AI-31273 Purchasing Dept

Marty,

I have reviewed the attached agreements and approve as to the form. I have advised Renan that the effective date should match the date the item is placed on the agenda and approved by court. Also, he is addressing the terms of payment for maintenance with the vendor.

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

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

\*\*\*\*\*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, March 29, 2012 4:26 PM  
**To:** 'Josephine Ramirez'  
**Cc:** 'Blanca Mayorga'; 'Renan Ramirez'  
**Subject:** FW: Consent AI-31273 Purchasing Dept  
**Importance:** High

Ms. Josephine:

Would be so kind to review and comment the attached agreements as to form? The auditor requested inclusion of items listed at the end of this e-mail.

Thanks,  
Marty

---

**From:** Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]

**Sent:** Thursday, March 29, 2012 3:35 PM

**To:** Martha Salazar; Blanca Mayorga

**Subject:** Fwd: Consent AI-31273 Purchasing Dept

Here we go!

---

**From:** "Mike McAleer" <mmcaleer@brazostech.com>

**To:** "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>

**Cc:** "Laurie Bain" <lbain@brazostech.com>

**Sent:** Thursday, March 29, 2012 1:56:20 PM

**Subject:** RE: Consent AI-31273 Purchasing Dept

Renan,

All changes requested have been made. Let me know if you need anything else sir!

Michael McAleer

**Brazos Technology**

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

---

**From:** Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]

**Sent:** Friday, March 23, 2012 4:03 PM

**To:** Mike McAleer

**Cc:** Laurie Bain

**Subject:** Fwd: Consent AI-31273 Purchasing Dept

---

**From:** "rocio.villarreal" <rocio.villarreal@co.hidalgo.tx.us>

**To:** "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>

**Sent:** Friday, March 23, 2012 3:02:53 PM

**Subject:** RE: Consent AI-31273 Purchasing Dept

**Renan, the following is the Commitment of Current Revenues Clause that County utilize in agreements:**

**Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

---

**From:** Renan Ramirez [<mailto:renan.ramirez@co.hidalgo.tx.us>]  
**Sent:** Thursday, March 22, 2012 9:36 AM  
**To:** [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)  
**Subject:** Fwd: Consent AI-31273 Purchasing Dept

Can we get the verbiage for Brazos?

"A commitment of revenues clause"

Renan Ramirez  
Sent from my iPhone

Begin forwarded message:

**From:** Mike McAleer <[mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)>  
**Date:** March 20, 2012 8:19:15 AM CDT  
**To:** Renan Ramirez <[renan.ramirez@co.hidalgo.tx.us](mailto:renan.ramirez@co.hidalgo.tx.us)>  
**Cc:** Laurie Bain <[lbain@brazostech.com](mailto:lbain@brazostech.com)>  
**Subject:** RE: Consent AI-31273 Purchasing Dept

Renan,

Did you have any luck finding some language for the following:

A commitment of revenues clause was not made part of the agreement

Thanks,

Michael McAleer  
**Brazos Technology**  
Office: 979.690.2811 x1501  
Cell: 979.571.3198  
Email: [mmcaleer@brazostech.com](mailto:mmcaleer@brazostech.com)

---

**From:** Renan Ramirez [<mailto:renan.ramirez@co.hidalgo.tx.us>]  
**Sent:** Monday, March 19, 2012 1:54 PM  
**To:** Mike McAleer  
**Cc:** Laurie Bain  
**Subject:** Re: Consent AI-31273 Purchasing Dept

Mike,

Item is up on the Agenda for this week. We will not be able to take any action without these changes.

Thanks!

---

**From:** "Blanca Mayorga" <[blanca.mayorga@co.hidalgo.tx.us](mailto:blanca.mayorga@co.hidalgo.tx.us)>  
**To:** "renan ramirez" <[renan.ramirez@co.hidalgo.tx.us](mailto:renan.ramirez@co.hidalgo.tx.us)>  
**Sent:** Monday, March 19, 2012 1:56:21 PM  
**Subject:** FW: Consent AI-31273 Purchasing Dept

---

**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Monday, March 19, 2012 1:47 PM  
**To:** 'Blanca Mayorga'; 'Renan Ramirez'  
**Cc:** 'Arcy Duran'; 'Elizabeth Cano'; [linda.fong@auditor.co.hidalgo.tx.us](mailto:linda.fong@auditor.co.hidalgo.tx.us); 'Raymundo Eufrazio'  
**Subject:** FW: Consent AI-31273 Purchasing Dept

To All:  
Please review and respond to Ms. Arcy on issues raised below.  
Marty

---

**From:** Arcy Duran [<mailto:arcy.duran@auditor.co.hidalgo.tx.us>]  
**Sent:** Monday, March 19, 2012 1:41 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Linda Fong'; [elizabeth.cano@auditor.co.hidalgo.tx.us](mailto:elizabeth.cano@auditor.co.hidalgo.tx.us); Ray Eufrazio  
**Subject:** Consent AI-31273 Purchasing Dept

**License Agreement**

- Effective date of the agreement needs to be revised to March 20, 2012.
- Exhibit A related to fees references estimate 150849 and 150850; however, the estimates were not attached to the exhibit.
- Item 2 requires payment upon execution of the agreement. Payment term needs to be revised to 30 days.

**Maintenance Agreement**

- Effective date of the agreement needs to be revised to March 20, 2012.
- Exhibit B was not completed.
- Section X requires advance payment. Is that ok per legal? If yes, per which section of the statute is that allowed?
- A commitment of revenues clause was not made part of the agreement.
- Section IX should stipulate that travel expenditures will be reimbursed based on the County's Travel Policy.



## SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the <sup>10<sup>th</sup></sup>~~20<sup>th</sup>~~ day of <sup>April,</sup>~~March~~, 2012, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and County of Hidalgo, a Texas County, with its principal offices located at 1615 S. Closner Suite G-H, Edinburg, TX 78539. (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

### RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with RDC and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.

2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Such fee shall be invoiced upon execution of this Agreement by the parties. Fees for Configuration/Installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit B identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery. All invoices are due 30 days after receipt by the Licensee.

3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.

4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. OTHER THAN THE WARRANTY OF TITLE TO THE SOFTWARE AND DOCUMENTATION AND THE WARRANTY OF NON-INFRINGEMENT ON THIRD PARTY PATENT OR COPYRIGHT, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. OTHER THAN THE WARRANTY OF TITLE TO THE SOFTWARE AND DOCUMENTATION AND THE WARRANTY OF NON-INFRINGEMENT ON THIRD PARTY PATENT OR COPYRIGHT, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation or Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND

CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in Hidalgo County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Hidalgo County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

COUNTY OF HIDALGO

BRAZOS TECHNOLOGY

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Michael S. McAleer\_\_\_\_\_

Title: \_\_\_\_\_

Title: President\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

Brazos Technology Estimates 150849 & 150850



V2.4

EXHIBIT B – Hardware

GSA Contract Number: GS-35F-0096X; Brazos Technology Estimates 150849 & 150850

## SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective <sup>10th</sup> ~~20<sup>th</sup>~~ day of <sup>April</sup> ~~March~~, 2012, by and between Brazos Technology Corporation, having its principal place of business at 526 University Drive East, Suite 201-A, College Station, Texas 77840, USA ("Brazos Technology") and County of Hidalgo, a Texas County, having its principal place of business at 1615 S. Closner Suite G-H, Edinburg, TX 78539 ("Licensee").

Licensee

WHEREAS, BRAZOS TECHNOLOGY has provided to Licensee certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Licensee wishes to have BRAZOS TECHNOLOGY provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

### I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Sites, Software & Configuration
Exhibit B	Authorized Licensee Contacts
Exhibit C	Services and Fees

### II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

### III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered

Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and
- (4) Performance enhancements to Covered Software.
- (5) Updates do not include:
  - (a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
  - (b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made electronically to the installed computers automatically during a sync

process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

#### IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

#### V. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of

such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;
2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

## VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

## VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

## IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. All expenses for travel and travel-related expenses and individual expenses require the prior approval of Licensee and must conform to the Licensee's Travel Policy.

## X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year.

## XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID

BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

## XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Hidalgo County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon sixty (60) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated.



Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.

XIV. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

COUNTY OF HIDALGO

BRAZOS TECHNOLOGY

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Michael McAleer

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A -- COVERED SITES, SOFTWARE AND CONFIGURATION****A. Covered Sites.**

This Agreement covers the following Licensee sites:

COUNTY OF HIDALGO Fire Marshal  
COUNTY OF HIDALGO JP/County Court

**B. Covered Software.**

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing  
Brazos RunIT Mobile software  
eCitation processing for both Symbol MC70/75s

**C. Covered Configuration.**

This Agreement covers the following configuration:

Five (5) workstation/PDA licenses of Covered Software purchased by Licensee.

**EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS**

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

COUNTY OF HIDALGO Emergency Services Address:

Name	Title	Phone #
Contact: _Renan Rameriz_____		

**EXHIBIT C -- SERVICES AND FEES****A. Maintenance Fee**

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

AI-31680

8. D.

CC CONSENT

Meeting Date: 04/10/2012

Submitted By: Blanca Mayorga, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

**Auditor's Office:**

Requesting authority to enter into an annual software renewal with AuditWare Development Co., Inc. for the Auditor's Office through the following requisition #213401 in the total amount of \$1,020.00/year (2-1100-415-21-170-001-0-336);

BACKGROUND

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Attachments

renewal form  
requisition

Form Review

**Inbox**  
Auditor's Office

Form Started By: Blanca Mayorga

**Reviewed By**  
Angela Garcia

Final Approval Date: 04/02/2012

**Date**  
04/02/2012 09:08 AM  
Started On: 03/28/2012 01:49 PM

#213401

# AuditWare Development Company, Inc.

944 E. Coral Gables Drive  
Phoenix, AZ 85022  
E-mail: [auditware@cox.net](mailto:auditware@cox.net)  
Web Site: <http://www.TheAudit.com>

RECEIVED BY Administration & Support (800) 688-2333  
COUNTY AUDITOR Fax (866) 703-4581

2012 MAR 20 PM 1 26

## AuditWare for Local Governments Renewal Form and Statement for 2012 Due by April 30, 2012

Please correct and/or supply the information below as necessary.

Attention: Becky Luna  
Organization: Hidalgo County Auditor's Office  
Address: 2808 S. Business Highway 281  
City/State/Zip: Edinburg, TX 78539-6243  
Telephone: 956/318-2511  
Fax: 956-318-2577  
Primary E-mail Address: [becky.luna@auditor.co.hidalgo.tx.us](mailto:becky.luna@auditor.co.hidalgo.tx.us)  
Number of local government audits performed in 2011: 1

	<u>Price</u>	<u>Amount</u>	
1.	\$895.00	\$895.00	Basic Renewal Amount (Required)
2.		0.00	Volume and/or Support (Required)*
3.	125.00	<u>125.00</u>	CAFR/Combining Statement Add-In (Optional)*
4.		<u>\$ 1,020.00</u>	TOTAL

\* See explanation below

All annual updates are mailed on CD. Provide future major interim updates to our firm using:

Email  CD

Please choose one of the following delivery method for your AuditWare User Manual

PDF (Emailed)  Paper Copy (US Mail)

### Method of Payment

Check (payable to AuditWare Development Company, Inc.)

Charge to:  MasterCard  Visa  American Express  Discover

Expiration Date \_\_\_\_\_ Card Holder Name (Print) \_\_\_\_\_

Card# \_\_\_\_\_ Card Holder Signature \_\_\_\_\_

Billing Address Zip Code \_\_\_\_\_

Explanation of certain lines 2. Based on high volume of audits and/or prior year support contacts; 3. This add-in allows you to produce either combining statements for the new reporting model, a full GFOA CAFR, or both.

If paying in full by credit card you may fax this sheet to (866) 703-4581.

## **AuditWare Development Company, Inc.**

944 E. Coral Gables Drive  
Phoenix, AZ 85022  
E-mail: [auditware@cox.net](mailto:auditware@cox.net)  
Web Site: <http://www.TheAudit.com>

Sales & Marketing (800) 261-2834  
Administration & Support (800) 688-2333  
FAX (866) 703-4581  
COUNTY AUDITOR

March 16, 2012

2012 MAR 20 PM 1 26

Becky Luna  
Hidalgo County Auditor's Office  
2808 S. Business Highway 281  
Edinburg, TX 78539-6243

To: AuditWare Clients  
From: Paul Shaw, President  
Subject: AuditWare for Local Governments (ALG) Annual Renewal

Thank you for your continued support. We look forward to another great year of working with all of you.

Enclosed is a statement for your annual renewal of ALG. Among the new features in 2012 will be a major new report which functions as a lead schedule for documenting the automatic allocation of program revenue on the Statement of Activities, as well as a new setting which allows you to control which function codes are used for that allocation.

Your current 2011 version will handle data periods through December 31, 2011. In May, we plan to ship our 2012 product which may be used for data periods through December 31, 2012.

If I can help you at any time in any way, do not hesitate to contact me.

Enclosures

C:\Approach\12 ALG Renewal Ltr

**Requisition**  
**HIDALGO COUNTY AUDITOR'S OFFICE**

**Req # 00213401**

**PO #**

**Date: 03/26/12**

*31680  
4/10/12  
Consent*

**Bill To:** x  
x

**Vendor:** 233498  
 AUDITWARE DEVELOPMENT CO., INC.  
 944 E. CORAL GABLES DRIVE  
 PHOENIX AZ 85022  
 FAX (877)898-0865

**Ship To:** HIDALGO COUNTY AUDITOR'S OFFICE  
 2808 S BUSINESS HWY 281  
 EDINBURG TX 78539-6243

**Contact:** R EUFRACIO  
 956-318-2511

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	BASIC RENEWAL	895.00	895.00
1.00	EACH	CAFR COMBINING STATEMENT ADD-IN	125.00	125.00
.00		Freight		.00
Ver:		Account No _____	<u>Encumbrance</u>	
			Freight	.00
			Total	1,020.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

**AI-31690**

**8. E.**

**CC CONSENT**

**Meeting Date:** 04/10/2012

Submitted By: Rocio Villarreal, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Approval of Request for Payment of Invoice #05-196 in the amount of \$1,762.00 submitted by project engineer, Hinojosa Engineering, INC. in connection with engineering services for "Penitas Landfill Survey".

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-432-00-123-001-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available funds in PO 552443 as of 04/02/12 are \$3,735.00

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**Attachments**

Invoice

**Form Review**

**Inbox**  
Auditor's Office

**Reviewed By**  
Angela Garcia

**Date**

04/02/2012 09:08 AM

Form Started By: Rocio Villarreal

Started On: 03/28/2012 03:08 PM

Final Approval Date: 04/02/2012

SIGN: \_\_\_\_\_  
REQ# 72297  
PO# 552443

# HINOJOSA ENGINEERING, INC.

STRUCTURAL ENGINEERING – CIVIL ENGINEERING  
LAND SURVEYING

108 WEST 18TH STREET MISSION, TEXAS 78572  
(956)581-0143 OFFICE (956)581-2074 FAX

**INVOICE # 05-196**

March 26, 2012

<b>CLIENT:</b> The Honorable Joe Flores Commissioner Pct. 3 724 N. Breyflog P.O. Box 607 Mission, Texas 78572  Attn.: Commissioner Joe Flores	<b>PROJECT # 05-196</b> Project: Peñitas Landfill Survey Work 2005-2006
--	---

**FOR PROFESSIONAL SERVICES PERFORMED**

- SCOPE OF WORK:**
1. Re-establish Survey control
  2. Topographic Survey of 12.9 Acre Landfill Revision

**SURVEYING COST BREAKDOWN**

<b>A. Surveying Fee</b>	<b>\$ 25,040.00</b>
8/23/05 Payment No. 1 Check#00240532	\$ 4,840.00
7/24/07 Payment No. 2 Check#00271635	\$ 6,965.00
2/26/08 Payment No. 3 Check#00282411	\$ 2,100.00
8/18/08 Payment No. 4 Check#00290773	\$ 2,000.00
06/15/09 Payment No. 5 Check#00305934	\$ 2,000.00
10/19/10 Payment No. 6 Check#00330700	\$ 2,000.00
02/08/11 Payment No.7 Check #00336832	\$ 1,400.00
<b>B. Total Due this Invoice</b>	<b>\$ 1,762.00</b>

Please make check payable to **HINOJOSA ENGINEERING, INC.** in the amount of **\$1,762.00**

INVOICE RECEIVED BY

Flow ON 3/26/12

GOODS/SERVICES RECEIVED BY

Comer Flow ON 3/26/12

2-1100-432-0-123-001-0-334

AI-31652

8. F.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Agapito Vargas

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Homero Alvarez dba Alvarez Construction for Morningside South Subdivision located in Pct. No. 2 reflecting an additional 90 calendar days to contract time due to rain days and the acquisition of Hidalgo County Crossing Permit and Hidalgo County Irrigation District #2 Permit and the coordination with Irrigation District operations as submitted through project engineer SAM Engineering and Surveying, Inc. (C-CAP-11-022-03-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1312-431-00-122-900-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Engineer's Documentation Support - Change Order No.1 Morningside South Subdivision change order #1

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	03/27/2012 03:31 PM
Purchasing Department	Marty Salazar	03/28/2012 01:52 PM
Budget & Management	Merlen P. Munoz	03/28/2012 03:13 PM
Roland Garcia	Rolando Garcia	03/29/2012 09:06 AM
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM
Form Started By: Marcie Jackson		Started On: 03/27/2012 01:36 PM
Final Approval Date: 04/02/2012		

# SAM Engineering and Surveying, Inc.



200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

March 6, 2012

Agapito Vargas  
 Colonia Access Program Director  
 Hidalgo County  
 301 East State Street  
 Pharr, Texas 78577

Re: Recommendation Letter for Change Order #1  
 Border Colonia Access Program Round 3 – Precinct #2  
 Morningside South Subdivision C-CAP-11-022-03-07



Mr. Vargas,

Please find attached, Change Order No. 1 for the above-mentioned project between Hidalgo County Pct. 2 and Homer Alvarez d/b/a Alvarez Construction.

This change order is recommended to add calendar days to the contract due delays in relation to rain days, and the acquisition of two (2) permits: the Hidalgo County Crossing Permit, Hidalgo County Irrigation #2 Permit and coordination with the Irrigation District irrigation operations. As of January 20, 2012 (the date of the final walk), the contractor has reached substantial completion.

The following table shows a timeline of events that have delayed construction and are supported by the attached documents.

Description	Start	End	Days	
Rain Days	7/26/2011	8/13/2011	17	
Contractor Scheduled for Crossing Work	9/10/2011	10/8/2011		29
HC Crossing Permit/Coordination	9/19/2011	10/17/2011	28	
HCID #2 Permit/Coordination	11/8/2011	11/21/2011	14	
Delay due to Irrigation line irrigating	11/25/2011	12/4/2011	8	
Rain Days	12/11/2011	12/13/2011	2	
Days for Crossing Work Commences	12/14/2011	1/13/2012	29	←
Walk thru Requested	1/17/2012	1/20/2012	3	
		<b>Total Days</b>	<b>101</b>	

**SAM** Engineering and Surveying, Inc.



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200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

With approval of this substantial completion date, one hundred and one (101) days will be added to the contract, for a total contract timeline of one hundred and ninety one (191) . Change order No. 1 will not affect the contract amount of \$302,664.38.

We are available to answer any questions regarding this matter.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "SDM", with a long horizontal flourish extending to the right.

Samuel D. Maldonado, P.E., R.P.L.S.

Principal

Texas Reg. No. F-10602

**CHANGE ORDER NUMBER 1**

Project: MORNINGSIDE SOUTH SUBDIVISION

DATE OF ISSUANCE: March 6, 2012

EFFECTIVE DATE: April 10, 2012

OWNER: HIDALGO COUNTY PRECINT NO. 2  
 OWNER'S CONTRACT NO: C-CAP-11-022-03-07

CONTRACTOR: HOMERO ALVAREZ d/b/a ALVAREZ CONST.  
613 FERGUSON ROAD  
DONNA, TEXAS 78537

ENGINEER: SAM ENGINEERING & SURVEYING, INC.  
200 S. CAGE BLVD, SUITE A  
PHARR, TEXAS 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. Additional calendar days to contract.

Reason for Change Order: 1. Rain days, Acquisition of HC crossing permit, and HCID #2 Permit.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 302,664.38		Substantial Completion:	<u>90</u> calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	<u>0</u> calendar days
\$ 0.00		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	<u>90</u> calendar days or dates
\$ 302,664.38		Net Increase(decrease) of this Change Order	<u>101</u> calendar days
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$		Substantial Completion:	<u>191</u> calendar days or dates
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.		
\$ 302,664.38	<u>0.00%</u>		

RECOMMENDED:  
 By: [Signature]  
 Engineer (Authorized Signature)  
 Date: 4/3/2012

APPROVED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Date: 4/3/12

Exhibit E-B

AI-31636

8. G.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Requesting acceptance and approval of **Inv# 02.312 BL** in the amount of (**\$ 4,364.52**) submitted by **Dos Logistics Inc.** contracted Engineer for the provision of Professional Services for: Preparation of Preliminary Reports on Brushline Road (Drainage) Project in connection to Contract #C-11-155-05-31 (WA# 1) for: (on call) Road and Bridge, C.I.P. and Other Projects within Hidalgo County Precinct No. 4.

BACKGROUND

Memo & Inv# 02.312 BL-DL, Inc.  
C-11-155-05-31 (WA#1)

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-733

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 662339 available balance as of 4-5-12 \$4,434.00 for Dos Logistics Inc.

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Attachments

Inv# 02.312 BL-DL Inc-Pct 4

WA# 1-D L Inc-C-11-155-05-31-Pct 4

Form Review

**Inbox**  
Auditor's Office

**Reviewed By**  
Angela Garcia

**Date**  
04/02/2012 09:08 AM

Form Started By: Letty Saenz

Started On: 03/26/2012 09:14 AM

Final Approval Date: 04/02/2012



# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: MARCH 26, 2012  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: INV.: 02.0312 BL CONTRACT #C-11-155-05-31

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #02.312 BL IN THE AMOUNT OF \$4,364.52 FOR DOS LOGISTICS, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #662339, ACCOUNT: 2-1100-431-00-124-007-0-733

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR  
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES

ATTACHMENTS: Inv. # 02.0312 BL  
P.O. 662339



# Purchase Order

## COUNTY OF HIDALGO

PO#: 662339

DATE: 08/17/11

Page No 1 Of 1

VENDOR: 343854

REQ:00200479

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

DOS LOGISTICS, INC.  
P.O. BOX 8337  
WESLACO TX 78599

Vendor Acct:

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Special Instructions:

Contract No:

PCT. REQ# 1154

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER <u>Inv.# 01.0911 BL</u>		
		WORK AUTHORIZATION #2 UNDER CONTRACT #C-11-155-05-31 APPROVED CC OF 8/9/2011 UNDER AGENDA ITEM AI-27911		
1	LOT	CC WORK AUTHORIZATION #2 UNDER CONTRACT# C-11-155-05-31 APPROVED COMMISSIONERS' COURT OF 8/9/2011 UNDER AGENDA ITEM AI-27911 FOR THE ENGINEER TO PROVIDE PROFESSIONAL CIVIL ENGINEERING SERVICES TO PREPARE A PRELIMINARY ENGINEERING REPORT ON BRUSHLINE ROAD DRAINAGE.	15,010.38	15,010
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		15,010
		***** For Hidalgo County use only 1-1200-431-00-124-007-0-733		
		Approved	15,010.38	
			<div style="font-size: 1.5em; font-weight: bold;">-10,576.38</div> <hr style="border: 1px solid blue;"/> <div style="font-size: 1.5em; font-weight: bold;">4,434.00</div> <div style="font-size: 1.5em; font-weight: bold;">4364.52</div> <hr style="border: 1px solid black;"/> <div style="font-size: 1.5em; font-weight: bold;">69.48</div>	
			<div style="font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">F</div>	



<h1>INVOICE</h1>	
<b>No.:</b>	<b>02.0312 BL</b>
<b>Date:</b>	<b>March 22, 2012</b>

**Bill To:**  
**Hidalgo County Precinct No. 4**  
**Joseph Palacios, Commissioner**  
 1051 Doolittle Rd  
 Edinburg, TX 78542



**Attention: Marcos Lopez / Gloria Beltran**

**Preliminary Engineering Report on Brushline Road Drainage.**

**Contract No. C-11-155-05-31**

Period of Performance: August 27, 2011 - March 21, 2012

PSO Code: DLI.11.1800.03

**PO # 662339**

DESCRIPTION	CONTRACT AMOUNT	% ADVANCE	CURRENT ADVANCE	REMAINING BALANCE	PAID TO DATE	CURRENT AMOUNT DUE
Project Management/ Administration	\$2,709.44	100.00%	\$1,319.98	\$0.00	\$1,389.46	\$1,319.98
Design Criteria	\$6,089.08	100.00%	\$3,044.54	\$0.00	\$3,044.54	\$3,044.54
Topographic Survey	\$3,704.88	100.00%	\$0.00	\$0.00	\$3,704.88	\$0.00
Geotechnical	\$2,437.50	100.00%	\$0.00	\$0.00	\$2,437.50	\$0.00
<b>Total</b>	<b>\$14,940.90</b>		<b>\$4,364.52</b>	<b>\$0.00</b>	<b>\$10,576.38</b>	<b>\$4,364.52</b>

**CURRENT AMOUNT DUE \$4,364.52**

Please remit to:

**Dos Logistics, Inc. 1002 E. Exp. 83 Weslaco, Texas 78596**

**THANK YOU FOR YOUR BUSINESS!**

2 -1200431-00-124007-0-733  
 Pct. # \_\_\_\_\_  
 Pur. Req. # 1159  
 P.O. # 200429  
662339

INVOICE RECEIVED BY: \_\_\_\_\_ on 3-22-12  
 GOODS/SERVICES RECEIVED BY: \_\_\_\_\_ on 3-22-12

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-11-155-05-31**

**WORK AUTHORIZATION No. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**DOS LOGISTICS, INC.**", professional Engineer of Weslaco, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Professional Civil Engineering Services to Prepare a Preliminary Engineering Report on Brushline Road Drainage.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$15,010.38**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1200-431-00-124-007-0-733

Requisition Number 300479 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 1.

**HIDALGO COUNTY**

**COMMISSIONER PRECINCT NO. 4**

BY: Joseph Palacios  
Joseph Palacios, County Commissioner


**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 8/19/11 as indicated below and effective as of 9th day of August, 2011.

THE ENGINEER:  
DOS LOGISTICS, INC.

THE OWNER:  
HIDALGO COUNTY

BY: \_\_\_\_\_  
Eric C. Ybarra




BY: \_\_\_\_\_  
Ramon Garcia, County Judge

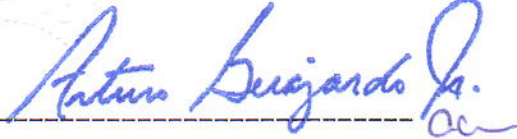


Approved by Commissioners' Court  
on 8/9/11 

ATTEST:

by: Arturo Guajardo, Jr., County Clerk



  
ac

#### LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Engineer
- ATTACHMENT "B" - Payment/ Fee Schedule
- ATTACHMENT "C" - Insurance Requirements provided by Engineer
- ATTACHMENT "D" - Work Authorization Form

EXHIBIT "A"  
HIDALGO COUNTY PRECINCT No. 4

**Preliminary Engineering Report on Brushline Road Drainage**

**SCOPE OF SERVICES**

**Project Startup**

Recovery existing Right of Way

Review FEMA maps

Review Appraisal Maps

**Geotechnical Bores, Topographic Survey and Preliminary Engineering Report**

Provide two (2) bores logs fifteen feet (15') deep with Soil Conditions and Water Table Elevations

Prepare Bore Location Map

Set up control points for Topographic Survey

Run Elevations points to this project Area

Set up Two (2) Bench Marks

Perform Preliminary Hydrology and Hydraulic Analysis,

Prepare Preliminary Engineering Report,

Perform QA/QC

DOS Logistics  
Exhibit B - Fee Schedule  
PRELIMINARY ENGINEERING REPORT ON BRUSHLINE ROAD DRAINAGE

	Contracted Rates	Soil Bores	Principal	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Survey Crew	Clerical	TOTALS
TASK 145		\$ 1.00	\$ 249.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 1.00	\$ 72.00	
PROJECT MANAGEMENT/ADMINISTRATION												
TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION												
A) Coordinate, Execute and Administer Work Authorization												
B) Progress Reports and Invoices												
C) Record Keeping and File Management												
D) Correspondence												
E) Meetings (Hidalgo County, Utility Companies)												
TASK 145 SUBTOTAL												14
TASK 146												
PRELIMINARY ENGINEERING												
Task 160.01 - DESIGN CRITERIA												
Preliminary Engineering												
Task 160.01 SUBTOTAL												44
TASK 160.02 - TOPOGRAPHIC SURVEY (SUB-CONSULTANT)												
Field Topographic Survey												
TASK 160.02 SUBTOTAL										\$ 3,704.88		3705
TASK 160.03 - GEOTECHNICAL (SUB-CONSULTANT)												
Soil Boring		\$ 2,437.50										
TASK 160.03 SUBTOTAL		\$ 2,437.50								\$ 3,704.88		3705
TASK 160 SUBTOTAL		\$ 2,437.50								\$ 3,704.88		
TOTAL HOURS (DOS Logistics)		\$ 2,437.50										
Contracted Rates		\$ 1.00	\$ 249.00	\$ 220.00	\$ 200.00	\$ 172.00	\$ 159.00	\$ 149.00	\$ 139.00	\$ 1.00	\$ 72.00	15,010.38
Total Labor Cost		\$2,437.50	\$220.00	\$200.00	\$2,780.00	\$1,908.00	\$2,384.00	\$2,780.00	\$2,780.00	\$3,704.88		\$15,010.38
Total Expenses (see summary)												
Total Labor Plus Expenses												

DOS Logistics  
 Exhibit B - Fee Schedule  
 PRELIMINARY ENGINEERING REPORT ON BRUSHLINE ROAD DRAINAGE

	Soil Bore	Principal	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Survey Crew	Clerical	TOTALS
	Unit	Amount	Contract Rate	Cost							
EXPENSES											
Travel											
Airfare (Lowest available coach fare)	ROUNDTRIP		\$350.00								
Automobile Mileage	MILE		\$0.500								
Lodging ** tax	DAY		\$85.00								
Rental Vehicle ** tax	DAY		\$50.00								
Airport Parking	DAY		\$13.00								
Per Diem	DAY		\$36.00								
	Subtotal										
Printing/Reproductions											
B&W Copies 8.5" x 11"	EA		\$0.070								
Color Copies 8.5" x 11"	EA		\$0.78								
B&W 11" x 17"	EA		\$0.14								
Color Copies 11" x 17"	EA		\$1.55								
MYLAR 11"x17"	EA		\$4.18								
B&W Plots	SQ FT		\$0.22								
Color Plots	SQ FT		\$1.70								
CD Copying	EA		\$4.50								
Exhibit Boards	EA		\$7.35								
Reproduce Plan Sets	EA		\$100.00								
	Subtotal										
Regulatory Database Report	EA		\$250.00								
	Subtotal										
Delivery	EA		\$20.00								
Courier, Overnight, Deliveries, Postage											
	Subtotal										
Public Involvement											
PI Plan, Procedures Manual and Graphics Guidelines printing, binders	EA		\$5.00								
Public Official Interviews and Briefings (3) Handout Printing	EA		\$0.65								
Speakers' Bureau Kit Purchase	EA		\$45.00								
Speakers' Bureau Kit Printing	EA		\$0.65								
Editorial Board Briefing Materials Printing (4)	EA		\$4.00								
Media Kits Printing (50)	EA		\$2.00								
Information Packets Printing (100)	EA		\$2.00								
Newsletter Design	EA		\$1,700.00								
Newsletter Printing (3)	EA		\$1.00								
Newsletter Postage	EA		\$0.44								
Holline Monthly Charge	EA		\$56.00								
Web Site Hosting	MO		\$190.00								
Obtain Domain URL	EA		\$50.00								
Translation - all public materials, media materials, in Phase 3	EA		\$1,000.00								
Visuals, posters for meetings	LS		\$60.00								
	Subtotal										
Total Expenses											

**AI-27892****2. 0.****CC CONSENT****Meeting Date:** 08/09/2011**Submitted By:** Jr. Munoz, COMM. PCT. #4**Department:** COMM. PCT. #4

## Information

## CAPTION

2011 - Pct. 4 Rd Maint (1200)

## BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

## BUDGETARY IMPACT:

Available account balance as of 8-4-11

## Attachments

lit

## Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:10 PM
JC Carreon	JC Carreon	08/04/2011 09:59 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:26 AM
Form Started By: Jr. Munoz		Started On: 08/03/2011 04:47 PM
	Final Approval Date: 08/04/2011	

DATE: 08/04/11 AI# \_\_\_\_\_

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph#: 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
339	Other Prof. Srv	431	Bldg & Other Struc R&M Srv	2,000.00
				-
540	Advertising	619	Other Misc. Supplies	2,000.00
				-
731	Roads	550	Printing & Binding	1,000.00
				-
731	Roads	733	Drainage Ditches	15,010.38
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL				20,010.38

REASON: To cover day to day expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK



**AI-27911**

19. D. 4.

**CC REGULAR**

**Meeting Date:** 08/09/2011

**Submitted For:** Martha L Salazar

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Acceptance and approval of Work Authorization No. 1 in the amount of (\$ 15,010.38) submitted by Dos Logistics Inc. contracted engineer for provision of professional services for: Preparation of Preliminary Reports on Brushline Road (Drainage) Project through Contract #C-11-155-05-31-Road and Bridge, C.I.P. and Other Projects in General (on an as needed basis) for Hidalgo County Precinct No. 4.

**BACKGROUND**

WA#1-Dos Logisitics Inc-C-11-155-05-31  
Contract Document# C-11-155-05-31

**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1-1200-431-00-124-007-0-733

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending approval of AI# 27892 8-9-11

**Attachments**

WA#1-DL Inc-C-11-155-05-31-Pct 4  
contract C-11-155-05-31-DL Inc

**Form Review**

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/05/2011 11:34 AM
Budget & Management	Merlen P. Munoz	08/05/2011 11:50 AM
Manuel Chapa	Manuel Chapa	08/05/2011 03:00 PM
Auditor's Office	Arcilia Duran	08/05/2011 04:17 PM
Form Started By: Letty Saenz		Started On: 08/04/2011 04:39 PM
	Final Approval Date: 08/05/2011	

AGENDA



CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
August 09, 2011  
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Prayer
- 4. Approval of Consent Agenda **approved**
- 5. Open Forum
- 6. Executive Officer - Valde Guerra:
  - A.
    - 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
    - 2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation"
  - presentation** B. **AI-27919** Presentation on Operation Lone Star 2011
  - approved** **with report to cc** C. **AI-27909** Presentation, discussion and approval to proceed with "Operation Clean Slate", consisting of the following phases:
    - 1. Phase I:
      - a. Implement online searchable database, allowing public to view and confirm outstanding citations owed to Hidalgo County JP Offices
      - b. Implement accepting online payments for citations owed to Hidalgo County JP Offices
      - c. Implement public awareness media campaign through County Public Affairs Division
    - 2. Phase II:
      - a. Implement Omnibase Program for non-renewal of drivers license on outstanding citations owed to Hidalgo County
      - b. Implement Scofflaw Program for non-renewal of motor vehicle registration sticker on outstanding citations owed to Hidalgo County
    - 3. Phase III:

approved

D. AI-27930 Approval to authorize the Executive Officer to notify HHSC (UPL) and other external agencies of budget reductions.

approved

E. AI-27928 Approval to consolidate/sweep all General Fund travel from non-elected official departments and require departments to seek Commissioners' Court approval before traveling.

approved

F. AI-27922 Discussion, consideration, and approval for the development and implementation of an Hidalgo County Alternative Incarceration Program.

approved

G. AI-27902 Pct #4 R&B (1200):  
 1. Approval of Certification of Revenues as certified by the County Auditor for Drainage Revenues.  
 2. Approval of 2011 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the amount of \$60,421.46 (Reimbursement from HCDD#1 for Edinburg Lake Project).

no action

H. AI-27858 Approval of Interlocal Agreement with TxDOT (Texas Department of Transportation) for flagging of Texas Motor Vehicle Registration Records for the purposes of implementing a Scofflaw Program.

I. **Budget Appropriations:**

1. AI-27897 Constable Precinct No. 4 (1284):  
 Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 4 in the total amount of \$20,090.11.

19.

**Purchasing Department - Marty Salazar:**

**Notes:**

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

nothing to report a-c

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

3. LeFevre Environmental & Management- Score 94 Rank: 1;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No. 1 ranked firm of Le Fevre Environmental for the provision of engineering services for Carmen Avila Road from end of existing pavement, North of Cibolo Road located in Precinct No. 4

4. **AI-27911** Acceptance and approval of Work Authorization No. 1 in the amount of (\$ 15,010.38) submitted by Dos Logistics Inc. contracted engineer for provision of professional services for: Preparation of Preliminary Reports on Brushline Road (Drainage) Project through Contract #C-11-155-05-31-Road and Bridge, C.I.P. and Other Projects in General (on an as needed basis) for Hidalgo County Precinct No. 4.

**E. HIDTA**

1. **AI-27842** Presentation of the bids received detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of lease agreement for Request for Bid titled: Lease of Tower Space for HIDTA Task Force Project No. 2011-192-07-27CGA.

20.

**Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. **AI-27836** C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo
- E. **AI-27866** C-2051-11-B; Juan Carlos Valdivia v. County of Hidalgo, Texas
- F. **AI-27862** Claim of Sofia Rivas Velasquez

21.

**Open Session:**

- A. Real Estate Acquisition and appropriation for same
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. **AI-27837** C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo
- E. **AI-27867** C-2051-11-B; Juan Carlos Valdivia v. County of Hidalgo, Texas
- F. **AI-27863** Claim of Sofia Rivas Velasquez

22.

**Closed Session:**

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23.

**Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

AI-31650

8. H.

CC CONSENT

Meeting Date: 04/10/2012

Submitted For: Agapio Vargas

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and re-advertise (if it becomes necessary) including the approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for the following Hidalgo County Pct 1 BCAP projects:

1. Road & Drainage Construction for Bernal Heights #1 Subdivision;
2. Road & Drainage Construction for Dimas #2 & #3 Subdivisions;
3. Road & Drainage Construction for El Mesquite Subdivision;
4. Road & Drainage Construction North Capisallo Subdivision.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: April 14, 2012

2nd Advertisement: April 21, 2012

Bid Opening Date: May 02, 2012

Contract format has been formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-103-1-731 & 733

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

BUDGETARY IMPACT:

Bernal Heights #1 - Funds available as of 4-4-12

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-230-1-731 & 733

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

BUDGETARY IMPACT:

Dimas #2 & #3-Funds available as of 4-4-12

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-244-1-731 & 733

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

BUDGETARY IMPACT:

El Mesquite-Funds available as of 4-4-12.

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-495-1-731 & 733

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

BUDGETARY IMPACT:

North Capisallo-Funds available as of 4-4-12

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Attachments

bernal hgts1 b book

dimas2n3 b book

el mesquite b book

n capisallo b book

ai request

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	04/04/2012 10:59 AM
Budget & Management	Merlen P. Munoz	04/04/2012 11:12 AM
Ivan Cantu	Ivan Cantu	04/04/2012 01:11 PM
Yvette Islas	Yvette Islas	04/04/2012 04:42 PM
Ivan Cantu	Ivan Cantu	04/05/2012 08:25 AM
Auditor's Office	Angela Garcia	04/05/2012 01:57 PM

Form Started By: Yvette Islas      Started On: 03/27/2012 10:17 AM

Final Approval Date: 04/05/2012

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# HIDALGO COUNTY

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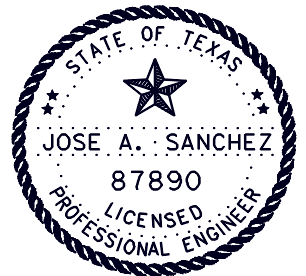
## BID PROPOSAL FOR

### CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION”


IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1



Prepared by:

 **TEDSI INFRASTRUCTURE GROUP**  
**Consulting Engineers**  
1201 East Expressway 83 ♦ Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

**TEDSI**  
TBPE Firm No. 1640

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# REQUEST FOR BIDS

## (Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:  
CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572**, Phone No (956) 424-7898 for the amount of \$100.00 each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, XXXXXX XX, 2012 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

CAP-12-049-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION"

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

US Postal Mail/Courier Address

Hidalgo County New Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Location:

Hidalgo County New Administration Building  
2802 S. Business Hwy. 281  
(Southeast of Canton Rd & Business 281)  
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, XXXXXXXX XX, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **XX<sup>TH</sup>** day of **XXXXXX, 2012**.

**MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT**

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

LEGAL NOTICE

**BID NO: CAP-00-000-00-00-YSI**

1. Sealed bids will be received for **“HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION”** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, XXXXXXX XX, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION"**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program  
301 E. State St  
Pharr TX 78577  
Attn: Marcie Jackson

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<u>        XXXXXX  XX        </u> , 2012
Award of Contract	<u>                                </u> , 2012
Commence Work or Deliver Products	<u>                                </u> , 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
  
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**BIDDERS ACKNOWLEDGEMENT**

Bid for

**HIDALGO COUNTY**

**“ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION”**

**BID NO.: CAP-00-000-00-00 YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539  
(Southeast corner of Canton Rd & Business 281)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

# INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday **February 15, 2012** at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-12-049-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract –

- a Must be acceptable to the Owner after verification of the current eligibility status, and,
- b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### **4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### **5. Method of Bidding**

The Owner invites the following bid(s):      Border Access Colonia Project Round 3  
Grant No. \_\_\_\_\_  
Subdivision Name: **Mid Valley Estates**

#### **6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

#### **7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **210** consecutive calendar days thereafter. 210 consecutive calendar days breakdown as follows: 120 days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within 120 consecutive calendar days or all construction is not completed within 210 consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## 11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **TEDSI Infrastructure Group 1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## 13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

#### **15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**18. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor’s care.

## **SPECIAL PROVISIONS**

- 1.** The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
- 2.** It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
- 3.** Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
- 4.** In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
- 5.** The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
- 6.** Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
- 7.** In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
- 8.** Prospective bidders should make a careful examination of the projects sites.
- 9.** Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
- 10.** No open trenches or excavation shall be left open overnight.

**BID FORM**  
**HIDALGO COUNTY PRECINCT NO 1**  
**BORDER COLONIA ACCESS PROJECT**  
**CAP-00-000-00-00-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION"**

ROADWAY IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		TOTAL
				(In Words)		
0100	8.59	STA	PREPARING ROW		Dollars	\$
					Cents	
0110	539	CY	EXCAVATION(ROADWAY)		Dollars	\$
					Cents	
0247	2734	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)		Dollars	\$
					Cents	
0260	20.6	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)		Dollars	\$
					Cents	
0260	2734	SY	LIME TRT(NEW BASE)(8")		Dollars	\$
					Cents	
0310	465	GAL	PRIME COAT(MC-30)		Dollars	\$
					Cents	
0340	2324	SY	D-GR HMA(METH)TY-D SAC-B PG64-22		Dollars	\$
					Cents	
0500	1	LS	MOBILIZATION		Dollars	\$
					Cents	
0502	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING		Dollars	\$
					Cents	
0666	1670	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)		Dollars	\$
					Cents	
0666	12	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)		Dollars	\$
					Cents	
0666	190	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)		Dollars	\$
					Cents	
0666	200	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)		Dollars	\$
					Cents	
<b>ROADWAY IMPROVEMENTS TOTAL</b>						\$

DRAINAGE IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		TOTAL
				(In Words)		
0506	26	LF	TEMPORARY SEDIMENT CONTROL FENCE		Dollars	\$
					Cents	
0530	481	SY	DRIVEWAYS(ACP)		Dollars	\$
					Cents	
4378	440	LF	THERMOPLASTIC PIPE (15 IN)(TY III)		Dollars	\$
					Cents	
<b>DRAINAGE IMPROVEMENTS TOTAL</b>						\$

<b>GRAND TOTAL</b>	\$
--------------------	----

BIDDER/COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTINUATION OF BID PAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60** calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the Sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

**HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.**

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT  
C-CAP-00-000-00-00**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, \_\_\_\_\_ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**ROAD & DRAINAGE CONSTRUCTION FOR BERNAL HEIGHTS SUBDIVISION**

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, **2012**.

CONTRACTOR: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

800 Pecan

McAllen, Texas 78504

BY: \_\_\_\_\_

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT  
SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56<sup>th</sup> Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56<sup>th</sup> Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D., 200\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: \_\_\_\_\_

**PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

**PERFORMANCE BOND**  
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_ OF \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**  
**\_\_\_\_\_ SUBDIVISION**  
hereinafter called the "Work").

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These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NOTE: If Contractor is a partnership, all partners should execute bond.

**PERFORMANCE-PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

## **EXHIBIT “C”**

### **Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR  OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

#### DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# **GENERAL CONDITIONS OF THE AGREEMENT**

## **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **TEDSI Infrastructure Group**.

## **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

#### *Copeland Act Regulations*

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

### *Copeland Act Regulations*

### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

#### *Copeland Act Regulations*

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. (36 F.R. 9770, May 28, 1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

- (b) The deduction is not otherwise prohibited by law;

- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the

contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.R. 9770, May 29, 1971.)

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

### *Copeland Act Regulations*

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

### D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

### 2.02\* Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

\*See Supplementary Conditions

#### 2.05\* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

\* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

\*See Supplementary Conditions

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01\* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

##### A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

##### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

\*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.02\* *Subsurface and Physical Conditions*

A.\* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

\*See Supplementary Conditions

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05\* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

\*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

\*See Supplementary Conditions

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01\* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.\* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04\* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

\*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

A.\* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06\* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

\*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.\* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.\* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.\* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.\* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A.\* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

\*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

*5.08\* Receipt and Application of Insurance Proceeds*

A.\* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.\* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

*5.09\* Acceptance of Bonds and Insurance; Option to Replace*

A.\* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

\*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

**B. *Substitute Construction Methods or Procedures:*** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

**C. *Engineer's Evaluation:*** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

**D. *Special Guarantee:*** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**E. *ENGINEER's Cost Reimbursement:*** ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

**F. *CONTRACTOR's Expense:*** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

**A.** CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10\* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11\* *Use of Site and Other Areas*

##### A.\* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

\*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17\* *Shop Drawings and Samples*

A.\* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.\* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

\*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

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7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

#### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

#### 8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

\*See Supplementary Conditions

#### 8.06\* *Insurance*

A.\* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03\* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

\*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

\*See Supplementary Conditions

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## 11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01\* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.\* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

\*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

## 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

## 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02\* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03\* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.\* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

\*See Supplementary Conditions

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.\* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

\*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### 15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

#### 15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION\*

#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS\*

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

## **SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirety and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

### **GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

# **GENERAL NOTES AND STANDARD SPECIFICATIONS**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

### **ITEM 3. Scope of Work**

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

### **ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

### **ITEM 8. Prosecution and Progress**

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

### **ITEM 100. Preparing Right of Way**

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

#### **ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

#### **ITEM 164. Seeding for Erosion Control**

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

##### Seed mixture

Seed mixture shall be as specified under Item 164.

#### **ITEM 166. Fertilizer**

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

#### **ITEM 216. Proof Rolling**

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

#### **ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY “D” materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2”	0
1/2”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

#### **ITEM 251. Reworking Base Material**

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

#### **ITEM 260. Lime Treatment (Road Mixed)**

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

### **ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 64-22.

### **ITEM 301. Asphalt Antistripping Agents**

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

### **ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

### **ITEM 314. Emulsified Asphalt Treatment**

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

### **ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

### **ITEM 420. Concrete Structures**

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

#### **ITEM 421. Portland cement Concrete**

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Air entrain all concrete used in Drilled Shafts.

#### **ITEM 432. Riprap**

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

#### **ITEM 462. Concrete Box Culverts and Storm Drains**

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

#### **ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 466. Headwalls and Wingwalls**

Do not use pre-cast headwalls/wingwalls.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 471. Frames, Grates, Rings and Covers**

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer:

**ITEM 502. Barricades, Signs and Traffic Handling**

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the “Texas Manual on Uniform Traffic Control Devices”. In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

#### **ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

#### **ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls**

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

#### **ITEM 508. Constructing Detours**

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

#### **ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter**

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

#### **ITEM 530. Public & Private Driveways**

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

#### **ITEM 531. Sidewalks**

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

#### **ITEM 538. Right of Way Markers**

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

#### **ITEM 540. Metal Beam Guard Fence**

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

#### **ITEM 542. Removing Metal Beam Guard Fence**

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

#### **ITEM 544. Guardrail End Treatments**

Label “end treatment type” on backside of unit at time of installation.

#### **ITEM 552. Wire Fence**

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

#### **ITEM 585. Ride Quality for Pavement Surfaces**

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

### **ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings**

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

### **ITEM 677, Eliminating Existing Pavement Markings and Markers**

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

**STANDARD SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX ASPHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

**SPECIAL SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035          BLADE LEVEL-UP

**SPECIAL PROVISIONS:** Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX ASPHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# HIDALGO COUNTY

## PURCHASING DEPARTMENT

### Bidder/Vendor Application

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

## **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**SALES TAX AND LOCAL SALES TAX  
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

#### §Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED.

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**Prevailing Wage Rates  
Certification Statement**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

CSJ# \_\_\_\_\_

Contractor \_\_\_\_\_

Application# \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**U.S. Department of Labor**  
 Employment Standards Administration  
 Wage and Hour Division

**PAYROLL**  
 (For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR

ADDRESS

OMB No. 1215-0148  
 Expires: 03/31/2006

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NUMBER OF DEPENDENTS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			NET AMOUNT PAID FOR WEEK			
				MON	TUE	WED	THUR	FRI	SAT	SUN				FICA	WITH HOLDING TAX	OTHER		TOTAL DEDUCTIONS		

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date: \_\_\_\_\_

(Name of Signatory Party) \_\_\_\_\_ (Title) \_\_\_\_\_  
 no hereby state \_\_\_\_\_

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_

(Contractor or Subcontractor) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

(Building or Work) \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full \_\_\_\_\_

(Contractor or Subcontractor) \_\_\_\_\_

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3.129 (FR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed \_\_\_\_\_

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. \_\_\_\_\_

(4) That \_\_\_\_\_

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS \_\_\_\_\_

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below \_\_\_\_\_

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH \_\_\_\_\_

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below \_\_\_\_\_

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS	NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 100 OF TITLE 18 AND SECTION 1001 OF TITLE 31 OF THE UNITED STATES CODE.



General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with  
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

**Contractor:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Project/Precinct:** \_\_\_\_\_

**Owner's Contract No.:** \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

## CHANGE ORDER NUMBER ONE(1)

Project: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:                   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Reason for Change Order:   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	0 <small>calendar days</small>
\$ 0.00			
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	0 <small>calendar days</small>
\$ 0.00			
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>

**RECOMMENDED:**  
By: \_\_\_\_\_  
Engineer (Authorized Signature)

**APPROVED:**  
By: \_\_\_\_\_  
Owner (Authorized Signature)

**ACCEPTED:**  
By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E-B**

**APPLICATION FOR PAYMENT NO.**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

- 
- |  |       |
|--|-------|
| 1. Original Contract Price:                                      | _____ |
| 2. Net change by Change Order and Written Agreements(+or-):      | _____ |
| 3. Current Contract Price (1 plus 2):                            | _____ |
| 4. Total completed and stored to date:                           | _____ |
| 5. Retainage (per Agreement):                                    | _____ |
| _____ 10% of completed Work:                                     | _____ |
| _____ of stored material   | _____ |
| Total Retainage:   | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments:                       | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)                       | _____ |
- 

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

**Exhibit E-C**

**Estimate Quantity Update Worksheet**

Date:

Colonial:

Roadway:

Control:

Project No.:

County:

Est. No.: 1

Work Type: Paving & Drainage

Limits:

From:

To:

Contractor:

Contract Price:

Work Done this Mo.:

% Complete: #DIV/0!

Date Began: ?

Contract Time: 120

Time Charged: 90

% Time Used: 75.00%

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00	0	0	\$0.00	0	0	0.00
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0	0	\$0.00	0	0	\$0.00	0	0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0	0	\$0.00	0	0	\$0.00	0	0	0.00
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00

Monthly Totals:	\$0.00	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (905):	\$0.00	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	\$0.00	0.00

Total to Date  
 Roadway (905): \$0.00  
 Drainage (906): \$0.00  
 Total \$0.00

Prepared and Checked By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contractor Name \_\_\_\_\_  
 Starting Date \_\_\_\_\_  
 Project Ending Date \_\_\_\_\_  
 Retainage Percent \_\_\_\_\_

Application No.: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Engineer Firm: \_\_\_\_\_

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name			
					CSJ#	CSJ#	CSJ#	CSJ#
<b>Subgrade</b>	Tex-101-E Part III	Pulverization						
	Tex-113	Moist. Density Curve						
	Tex-115-E	In-place Density						
		Thickness						
		Proof Roll						
<b>Flex Base</b>	Tex-101-E	Preparing Soils and Flex Bases						
	Tex-104-E	Determining Liquid Limit of Soils						
	Tex-105-E	Determining Plastic Limit of Soils						
	Tex-106-E	Calculating the Plasticity Index						
	Tex-107-E	Linear Shrinkage						
	Tex-110-E	Particle Size Analysis						
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)						
	Tex-116-E	Wet Ball Mill Method Tex						
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)						
	Tex-115-E	In-place Density						
<b>En-1</b>		Thickness						
	IAW ASTM 4609							
	Tex-103-E							
	Tex-114-E							
	TexDOT 121 E							
	ASTM D 4546							
	ASTM D 1587							
	Tex115-E							
	Tex-207-F	Determining Density of Compacted Bituminous Mixtures						
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures						
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction						
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method						
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure						
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method						
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures						
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures						
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures						
<b>In-Place Density</b>	Texas SDHPT							
	Bullentin C-14							
	ASTM D-2950.76							
<b>Lime</b>	AASHTO T-166							
	Tex-600-J	Lime Testing Procedure						Waive testing if less than 50 Tons from a Pre-Approved Source
<b>Rcp</b>		Three Edge Bearing Test						1 pipe for each 100 pipe

**ASAGO CONSTRUCTION**  
“QUALITY AND SERVICE”

---

**RAUL IGLESIAS**  
Manager

**ASAGO, LLC**  
2113 Pecos  
Mission, TX 78572  
(956)607-0741 office  
(956)585-7040 fax  
[iglesias@hiline.net](mailto:iglesias@hiline.net)

October 1, 2008

Mr. Javier Hinojosa, P.E.  
Javier Hinojosa Engineering  
4126 E. Dove Ave.  
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program  
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2  
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,  
*Raul Iglesias*  
Raul Iglesias, Manager

**PARTIAL/FINAL WAIVER OF LEIN**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
\_\_\_\_\_ to furnish \_\_\_\_\_  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:

**Prevailing Wage Rates  
Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

**I, \_\_\_\_\_ do hereby state:**  
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
 OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
 Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

\_\_\_\_\_

- 2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
- 3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
- 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	_____
Present Amount of Contract	_____
Total Amount of earned to Date	_____
Less: previous payments	_____
Balance	_____
Authorized deductions	_____
AMOUNTY OF FINAL PAYMENT	_____

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
Hidalgo County Judge

## **CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **CONSTRUCTION IDENTIFICATION SIGN:**

Size, 4' – 0" X 8' – 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be  $\frac{3}{4}$ " Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.



# Your Tax Dollars at Work

## Hidalgo County Pct 1

Joel Quintanilla, Commissioner  
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## Bernal Heights Subdivision Paving Project

Hidalgo County Commissioner's Court

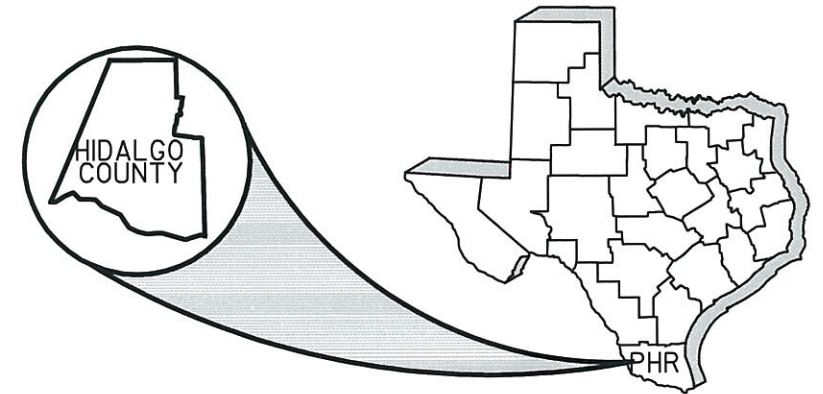
Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: \_\_\_\_\_

Engineer: \_\_\_\_\_ TEDSI Infrastructure Group

# HIDALGO COUNTY PRECINCT NO. 1

## CONSTRUCTION PLANS BERNAL HEIGHTS SUBDIVISION BORDER ACCESS COLONIA PROJECT ROUND III COMPETITIVE CSJ 2C-1080-103



**PROJECT LIMITS:**

BERNAL CT = 859.5' = 0.16 MI  
TOTAL LENGTH OF PROJECT = 859.5' = 0.16 MI  
TOTAL AREA OF DISTURBED SOIL = 0.98 AC

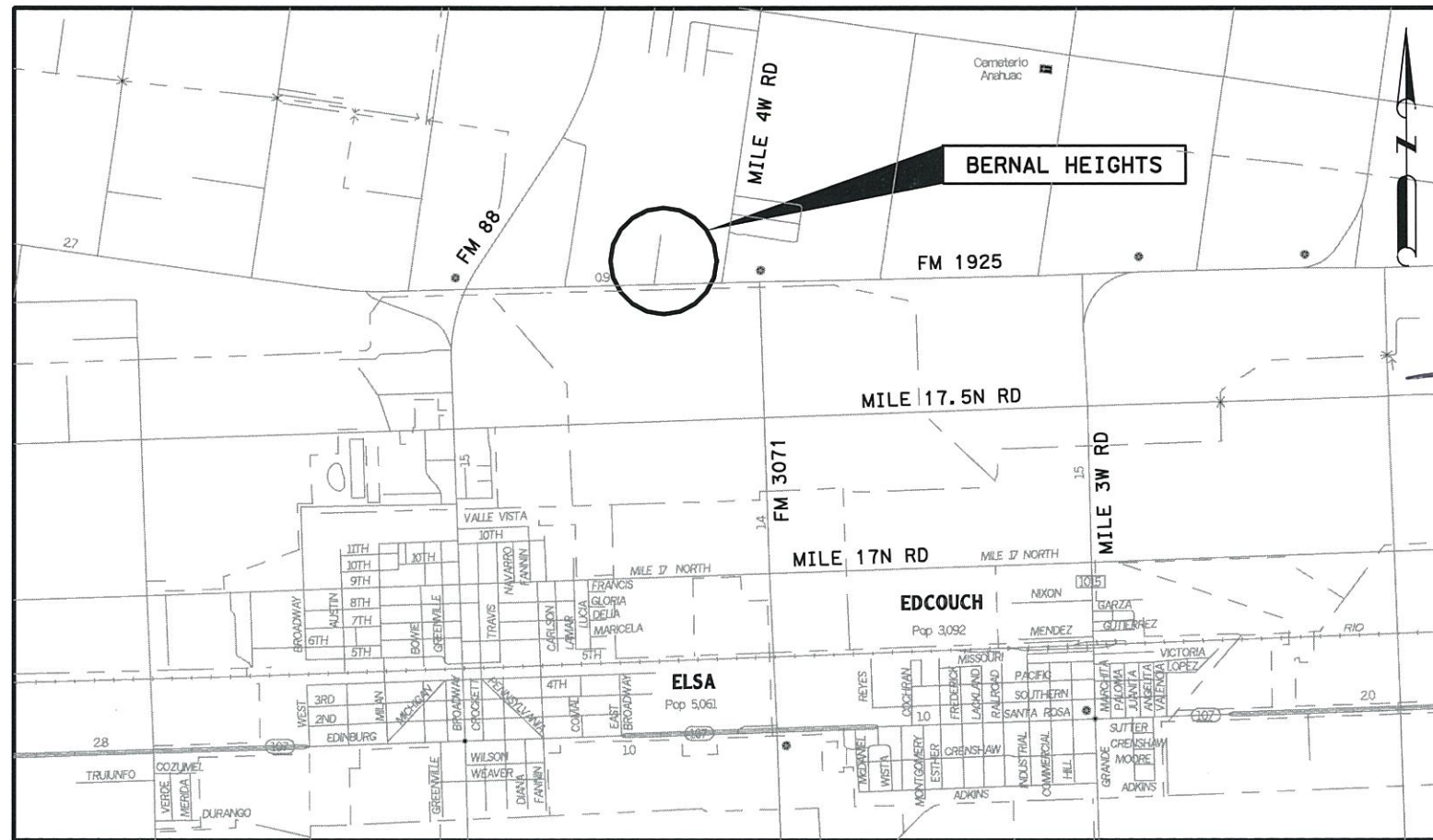
**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	SUMMARY OF QUANTITIES
4	GENERAL NOTES
5	TYPICAL SECTIONS
6	TRAFFIC CONTROL PLAN GENERAL NOTES
7	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
8-9	PLAN & PROFILE
10	DRIVEWAY TABLES
11	EARTHWORKS
12-13	CROSS-SECTIONS
14	PAVEMENT MARKINGS

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, NEW FLEXBASE, ROADSIDE DITCHES, SIGNING AND STRIPING.

**STANDARDS**

15	DRIVEWAY PROFILE DETAILS
16	DRIVEWAY DETAILS PRIVATE
17-28	BC(1)-07 THRU BC(12)-07
29	WZ(TD)-03
30	WZ(UL)-03
31	WZ(DERD)-03
32	TCP(1-2)-12
33	TCP(2-2)-12
34	TCP(3-3)-98
35	TCP(7-1)-98
36	PM(1)-12
37	TECL-06(PHR)



LOCATION MAP  
N.T.S.

APPROVAL HIDALGO COUNTY COLONIA ACCESS PROGRAM	DATE : 03/20/12
APPROVAL HIDALGO COUNTY COUNTY PRECINCT No 1	DATE : 03/20/2012
APPROVAL HIDALGO COUNTY PLANNER	DATE : 03/20/12
CONCURRENCE: HIDALGO COUNTY DRAINAGE DISTRICT No 1	DATE : 3/21/12

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



*Jose A. Sanchez*  
03/19/2012

**TEDSI INFRASTRUCTURE GROUP**



Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898

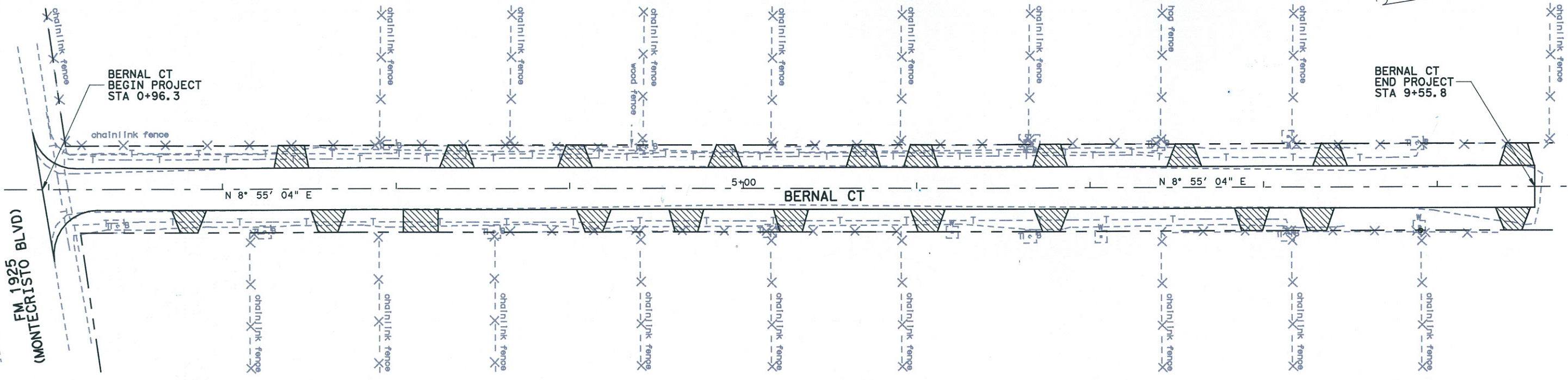
**HIDALGO COUNTY OFFICIALS**

RAMON GARCIA	- COUNTY JUDGE
JOEL QUINTANILLA	- PCT 1 COMMISSIONER
HECTOR "TITO" PALACIOS	- PCT 2 COMMISSIONER
JOE M. FLORES	- PCT 3 COMMISSIONER
JOSEPH PALACIOS	- PCT 4 COMMISSIONER

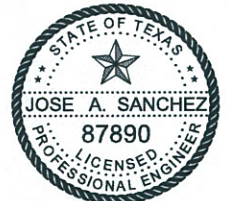


SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED SHALL GOVERN ON THIS PROJECT.

NO EXCEPTIONS  
NO EQUATIONS  
NO RAILROAD CROSSINGS



NO.	DATE	REVISION	APP.



*Jose A. Sanchez*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78372  
(936) 424-7898

**BERNAL HEIGHTS**  
  
**PROJECT LAYOUT**

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6	2C-1080-103		2
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-103	1	BERNAL CT	

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**APPLICATION RATES:**

HOT MIX ASPHALT - 1.5" = 175 LB/SY  
 PRIME COAT - 0.2 GAL/SY  
 LIME (FLEXBASE) - 2% BY WT  
 FLEXBASE WT - 3375 LB/CY (APPROX)

**ROADWAY SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL
0100-2002	PREPARING ROW	STA	8.59
0110-2001	EXCAVATION(ROADWAY)	CY	539
0132-2006	EMBANKMENT(FINAL)(DENS CONT)(TY C)	CY	31
0247-	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	2734
0260-2012	LIME(HYD, COM OR QK)(SLRY)OR QK(DRY)	TON	20.6
0260-2015	LIME TRT(NEW BASE)(8")	SY	2734
0310-2001	PRIME COAT(MC-30)	GAL	465
0340-	D-GR HMA(METH)TY-D SAC-B PG64-22	SY	2324
0496-2007	REMOV STR(PIPE)	LF	324
0500-2001	MOBILIZATION	LS	1
0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
0666-2012	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	LF	1670
0666-2048	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	LF	12
0666-2105	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	LF	190
0666-2111	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	200

**DRAINAGE SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL
0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	26
0530-2011	DRIVEWAYS(ACP)	SY	481
4378-	THERMOPLASTIC PIPE (15 IN)(TY III)	LF	440

© FOR CONTRACTOR'S INFORMATION ONLY. ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

NO.	DATE	REVISION	APP.



HIDALGO COUNTY



**TEDSI INFRASTRUCTURE GROUP**

Consulting Engineers

1201 E. Expressway 83

Mission, Texas 78572

(956) 424-7898

BERNAL HEIGHTS

**SUMMARY OF QUANTITIES**

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 3
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT
2C-1080-103		

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**GENERAL NOTES AND SPECIFICATION DATA**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act." Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

**ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of, the diskette are requested, they will be available at the Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

**ITEM 8. Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.A.1 Five-Day Workweek.

**ITEM 132. Embankment**

The native soils within the project area are not considered suitable for use as select fill materials. Borrow used as embankment material in the top two feet (Select Fill) below the bottom of pavement flexible base shall meet the following requirements:

1. TxDOT Bid Item 247, Type E, Grade 4

2. Alternative select fill material

- a. The following soils, as classified according to the USCS, may be considered satisfactory for use as select fill materials at this site: SC,GC,CL and combinations of these soils.
- b. In addition to the USCS classification, alternative select fill materials shall have a maximum liquid limit of 35 percent, a plasticity index between 5 and 17 percent and a maximum particle size not exceeding 4 inches or one-half the loose lift thickness, whichever is smaller.
- c. In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a minimum rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.
- d. If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the General Contractor.
- e. The General Contractor will be responsible for ensuring that the properties of all delivered alternate select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.
- f. Soils classified as CH, CL, MH, ML, SM, GM, OH,OL and Pt under the USCS and not meeting the alternative select fill material requirements are not considered suitable for use as select fill materials at this site.
- g. Select fill should be placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 98 percent of maximum dry density as determined by ASTM D698. The moisture content of the fill should be maintained within the range of two percentage points below the optimum moisture content to two percentage points above the optimum moisture content until the final lift of fill is permanently covered.
- h. The select fill should be properly compacted in accordance with these recommendations and tested by the Geotechnical Engineer for compaction as specified.

**ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

**ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material. The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

**BEFORE LIME IS ADDED**

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max Wet Ball PI:	15
Wet Ball Mill Max Amount:	20
Min. Comp. Strength PSI	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

**After 1% lime (laboratory) is added to unlimed material**

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

2% lime shall be incorporated into the Flexible Base in the field at the owner's expense.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

**ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 76-22.

**ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

**ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

**ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer.

**ITEM 502. Barricades, Signs and Traffic Handling**

A pilot car and radio equipped flagmen shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flagmen and/or radio equipped flagmen and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

**ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

**ITEM 530. Driveways and Turnouts**

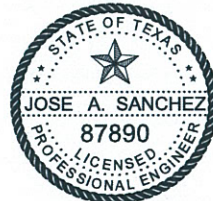
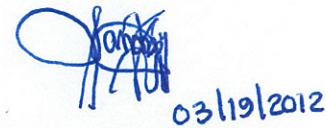


Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

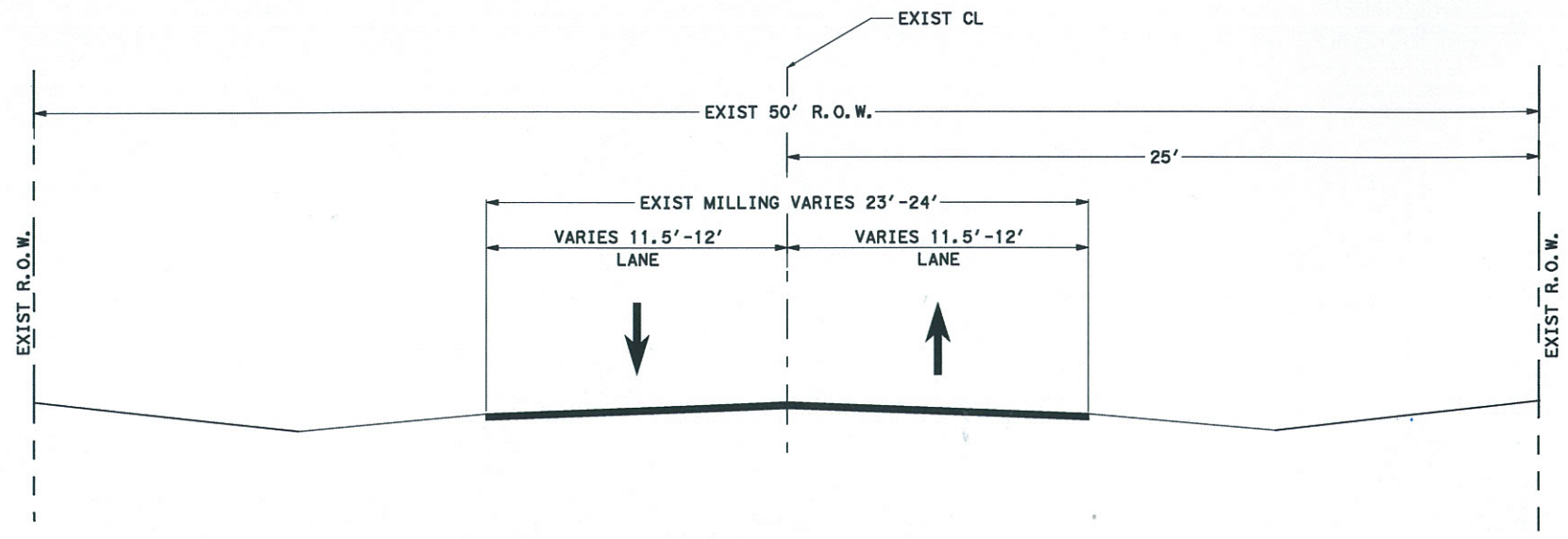
**MISC**

The contractor shall be responsible for maintenance of sediment traps. Damaged/missing sediment traps shall be replaced by the contractor at no additional cost. R.O.W. sediment traps may be shown on plans for clarity purposes only. Actual placement shall be done within R.O.W.

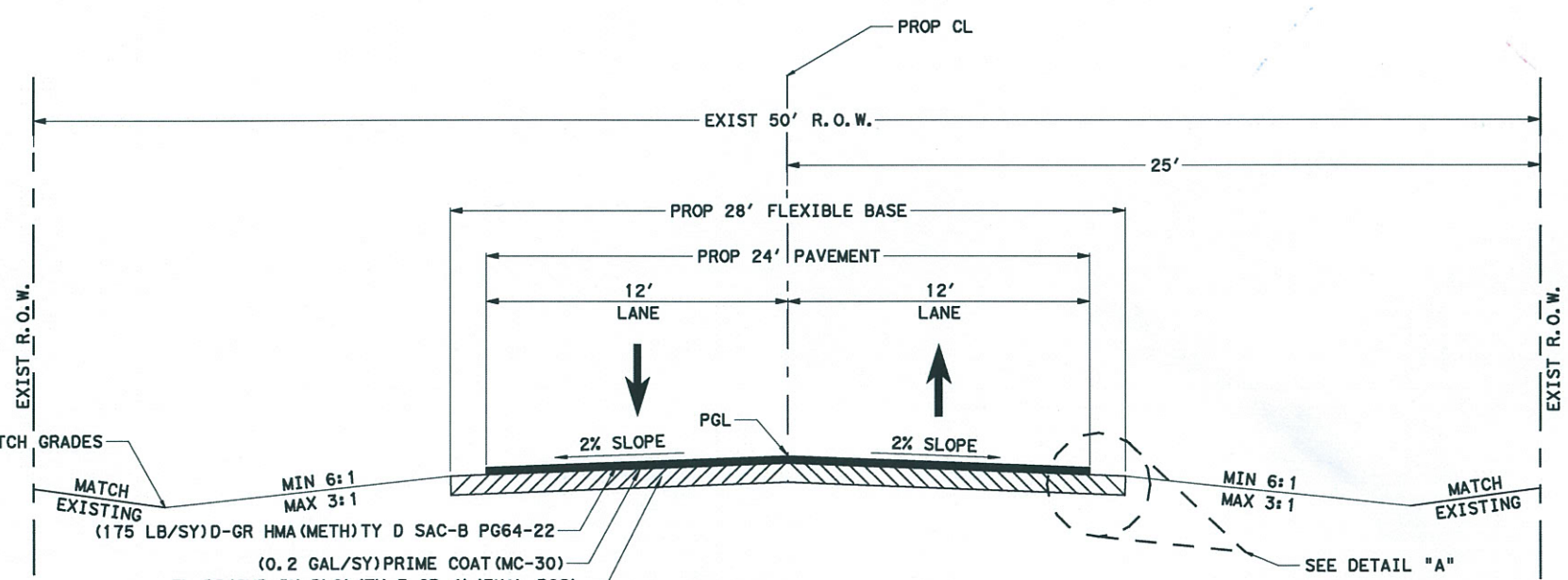
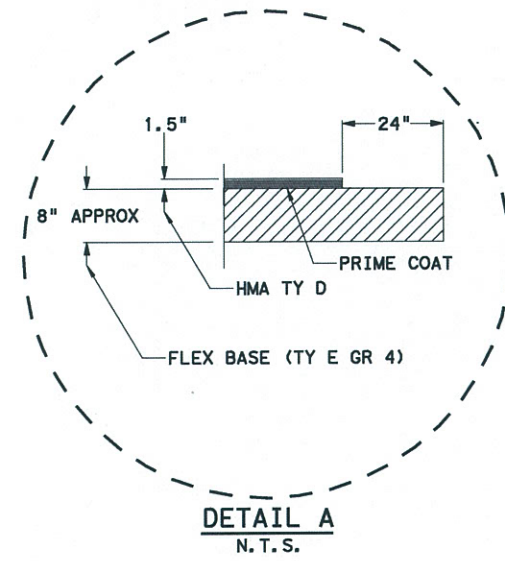
The contractor shall be responsible for posting Small Construction Site Notice and any additional permits required by T.E.C.Q.

NO.	DATE	REVISION	APP.
 			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78372 (956) 424-7898			
<b>BERNAL HEIGHTS</b>			
<b>GENERAL NOTES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. <b>6</b>	PROJECT NO.		SHEET NO. <b>4</b>
STATE <b>TEXAS</b>	DIST. <b>PHR</b>	COUNTY <b>HIDALGO</b>	
CSJ		PCT	HIGHWAY NO.
<b>2C-1080-103</b>		<b>1</b>	<b>BERNAL CT</b>

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**BERNAL CT  
EXISTING TYPICAL SECTION**  
N.T.S.  
STA 0+96.3 TO STA 9+55.8

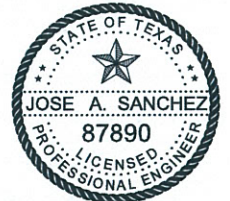


**BERNAL CT  
PROPOSED TYPICAL SECTION**  
N.T.S.  
STA 0+96.3 TO STA 9+55.8

(175 LB/SY) D-GR HMA (METH) TY D SAC-B PG64-22  
(0.2 GAL/SY) PRIME COAT (MC-30)  
FL BS (CMP IN PLC) (TY E GR 4) (FNAL POS)  
W/2% LIME BY WT

**NOTES:**  
PGL - PROFILE GRADE LINE  
PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.  
ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.  
WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.  
REMOVAL OF EXISTING MILLING SHALL BE SUBSIDIARY TO EXCAVATION.  
THE SUBGRADE SHALL BE SHAPED, BLADED, ROLLED AND PROOF ROLLED A MINIMUM DISTANCE OF 12" BEYOND THE EDGE OF THE PROPOSED BASE COURSE.  
THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED. FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER.  
PROOF ROLLING WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.  
A STATION EQUAL TO 100 FT.  
APPLICATION RATES AS FOLLOWS:  
HOT MIX ASPHALT - 1.5" = 175 LB/SY  
PRIME COAT - 0.2 GAL/SY  
LIME (FLEXBASE) - 2% BY WT  
FLEXBASE WT - 3375 LB/CY (APPROX)

NO.	DATE	REVISION	APP.



*Jose A. Sanchez*  
03/19/2012



**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78372  
(936) 424-7898  
TBPE F-1640

**BERNAL HEIGHTS  
TYPICAL SECTIONS**

N.T.S. SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 5
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT

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**GENERAL NOTES**

THE CONTRACTOR MAY SUBMIT AN ALTERNATE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. APPROVED ALTERNATE TRAFFIC CONTROL PLANS SHALL REQUIRE THE SEAL OF A LICENSED ENGINEER. NO PHASE OF CONSTRUCTION SHALL START UNLESS OTHERWISE APPROVED BY ENGINEER.

BARRICADES/DEVICES/SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY OWNER.

BARRICADES, SIGNS, CHANNELIZATION DEVICES AND OTHER TRAFFIC HANDLING DEVICES MAY BE ADJUSTED OR SHIFTED TO FIT FIELD CONDITIONS AS REQUIRED FOR CONSTRUCTION.

ADEQUATE SIGNS AND BARRICADES SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO OPENING ANY ROADWAY SECTIONS TO TRAFFIC. THE ENGINEER MAY DIRECT THE CONTRACTOR TO FURNISH ADDITIONAL SIGNS, BARRICADES AND CHANNELIZING DEVICES AS REQUIRED TO MAINTAIN TRAFFIC AND MOTORIST SAFETY DURING CONSTRUCTION. ANY SUCH ADDITIONAL SIGNS AND BARRICADES, ETC, SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

THE CONTRACTOR SHALL INSURE THAT BARRICADES, SIGNS, CHANNELIZING DEVICES AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN AND FUNCTIONAL CONDITIONS AT ALL TIMES, INCLUDING MAINTENANCE DUE TO VANDALISM OR ACCIDENTS. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND SIGNS AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

ALL STRIPING AND SIGNING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE PLANS, BC STANDARDS AND THE LATEST VERSION OF THE TMUTCD.

EXISTING SIGNS SHALL NOT BE REMOVED UNTIL CONSTRUCTION SIGNS HAVE BEEN INSTALLED. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXISTING SIGNS IN CONFLICT WITH PROPOSED CONSTRUCTION SIGNS. ANY SUCH REMOVAL OF SIGNS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

WHEN CONNECTING PROPOSED ROADWAY TO SECTIONS OF EXISTING TRAFFIC BEING USED BY TRAFFIC AND SUCH OPERATIONS RESULT IN A DROP-OFF OF MORE THAN 2', A 4' BUFFER ZONE AND 3:1 SLOPE WILL BE REQUIRED. THE SLOPE MUST BE CONSTRUCTED WITH A COMPACTED MATERIAL CAPABLE OF SUPPORTING VEHICLES AND/OR AS APPROVED BY ENGINEER. THIS WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK ARE WILL BE REQUIRED, AS APPROVED BY ENGINEER.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH THE EXISTING ROADS AND/OR PRIVATE DRIVEWAYS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH ADJACENT PROPERTY OWNERS TO PROVIDE ADEQUATE EGRESS AND INGRESS DURING ALL PHASES OF CONSTRUCTION.

THE CONTRACTOR SHALL KEEP TRAVELED PAVED SURFACES USED IN HIS HAULING OPERATIONS CLEAR AND FREE OF DIRT AND OTHER UNACCEPTABLE MATERIAL AT ALL TIMES. A POWER BROOM SHALL ONLY BE USED TO CLEAN THE ROADWAY.

THE CONTRACTOR SHALL COORDINATE THE TRAFFIC CONTROL PLAN WITH ANY ADJACENT CONSTRUCTION PROJECTS TO INSURE THE UNINTERRUPTED FLOW OF TRAFFIC WITHIN THE VICINITY OF THE PROJECT AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY DRAINAGE DURING CONSTRUCTION THROUGHOUT THE PROJECT LIMITS DURING ALL PHASES OF CONSTRUCTION. EXCAVATED MATERIALS SHALL BE HANDLED BY THE CONTRACTOR IN SUCH WAY IT DOES NOT BLOCK DRAINAGE.

THE CONTRACTOR SHALL NOT LEAVE ANY OPEN TRENCHES OR EXCAVATIONS OVERNIGHT, UNLESS PROPERLY PROTECTED AND/OR AS APPROVED BY THE ENGINEER.

CONSTRUCTION FENCING (4' HIGH MINIMUM) SHALL BE USED AROUND ALL OPEN TRENCHES OR EXCAVATIONS, AS APPROVED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

ALL DRUMS USED IN THIS PROJECT FOR TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE PROJECTS. MATERIALS FURNISHED, INSTALLED AND REMOVED BY THE CONTRACTOR SHALL BECOME PROPERTY OF THE CONTRACTOR.

ALL EXISTING UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS FOR THIS PROJECT SHALL BE RELOCATED AND/OR ADJUSTED BY OTHERS EXCEPT AS NOTED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES THE RELOCATION, ADJUSTMENT AND INSTALLATION OF UTILITY LINES. THE ROADWAY WORK SHALL BE ONGOING DURING ADJUSTMENT, RELOCATION AND INSTALLATION OF UTILITY LINES.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7 "LEGAL RELATIONS AND RESPONSIBILITIES" OF THE STANDARD SPECIFICATIONS.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH EXISTING ROADS AND/OR PRIVATE DRIVEWAYS WILL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.

THE CONTRACTOR WILL BE ALLOWED TO CLOSE ROADWAY TO THRU TRAFFIC, BUT MUST ALLOW ALL LOCAL TRAFFIC EGRESS AND INGRESS AT ALL TIMES.

THE CONTRACTOR WILL BE ALLOWED TO WORK ONE HALF OF THE PROPOSED SECTION AT A TIME UNLESS OTHERWISE APPROVED BY THE ENGINEER.

THE CONTRACTOR MUST REMOVE EXISTING GRASS AND TOPSOIL FROM THE SHOULDER.

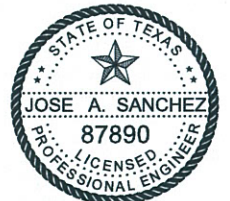



AFTER PREPARATION OF THE SUBGRADE AND/OR FLEXBASE, THE ROADWAY SHALL BE ADEQUATELY FINISHED TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

THE CONTRACTOR SHALL WORK ONLY THAT LENGTH OF ROADWAY IN ONE WORKING DAY WHICH HE CAN ADEQUATELY FINISH TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

ALL SIGNS AND MAILBOXES AFFECTED BY CONSTRUCTION SHALL BE RELOCATED. RELOCATION WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

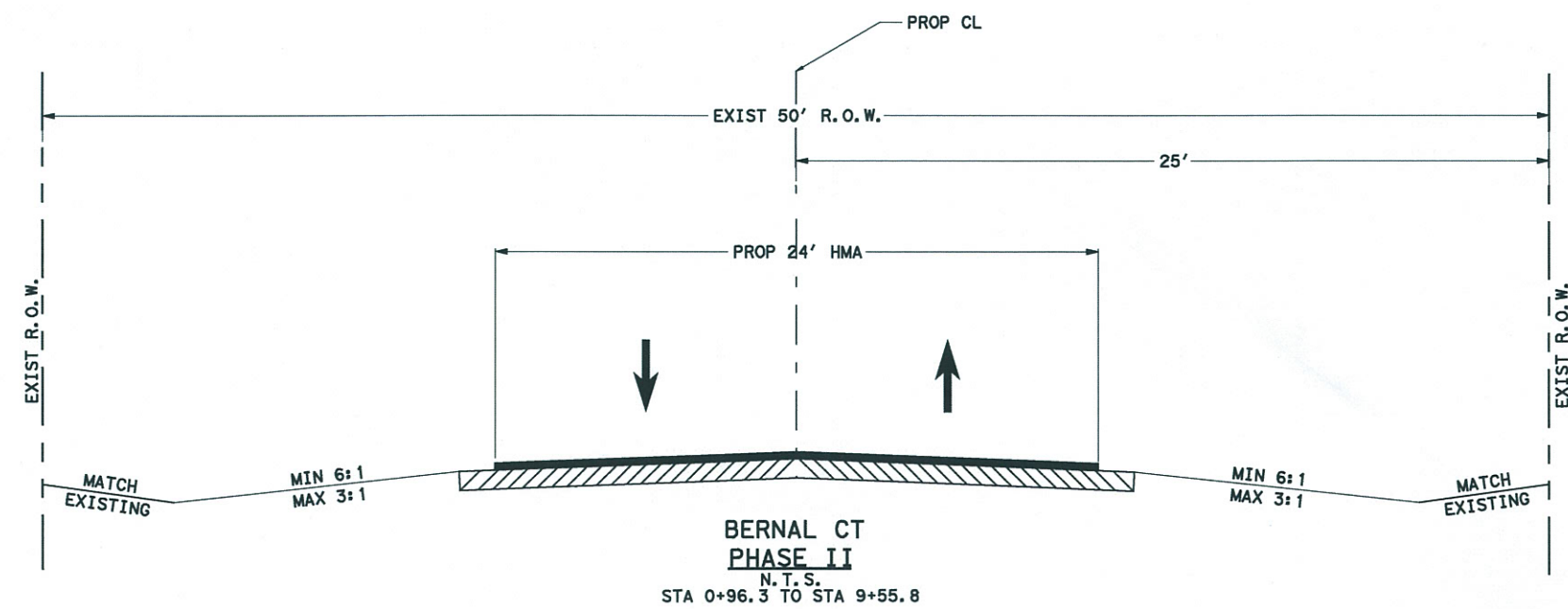
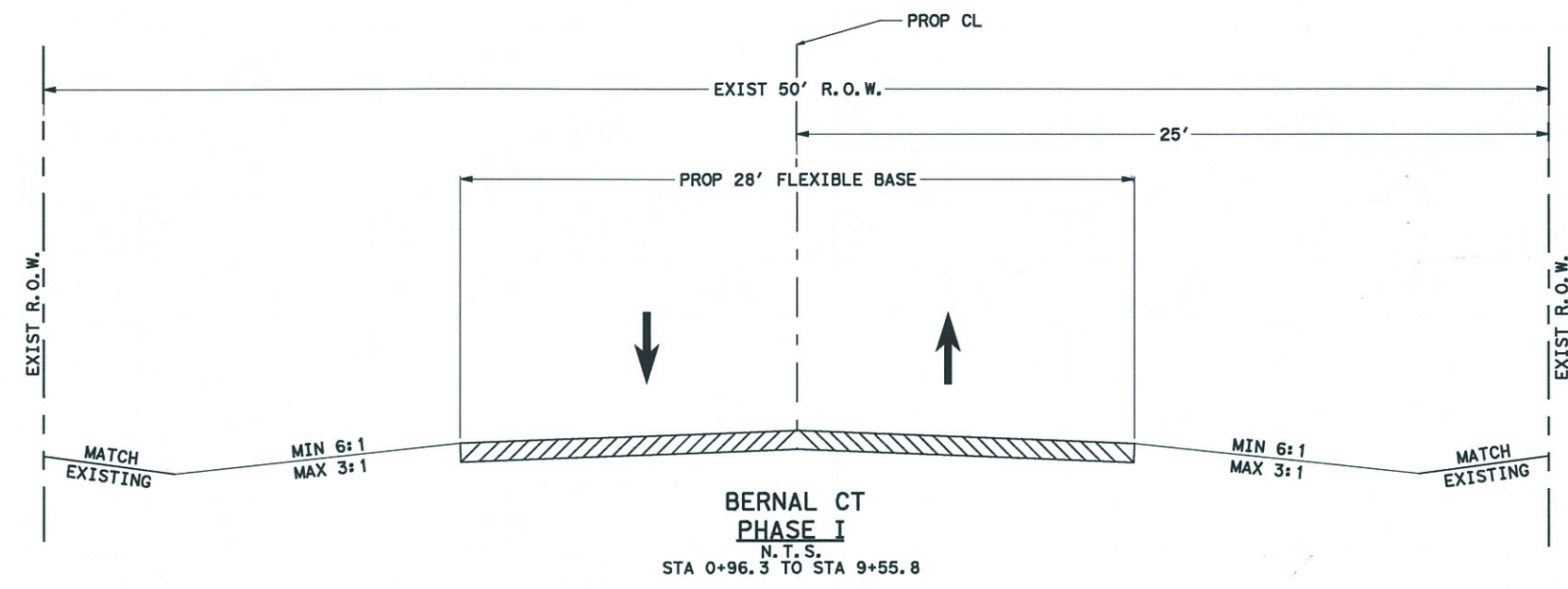
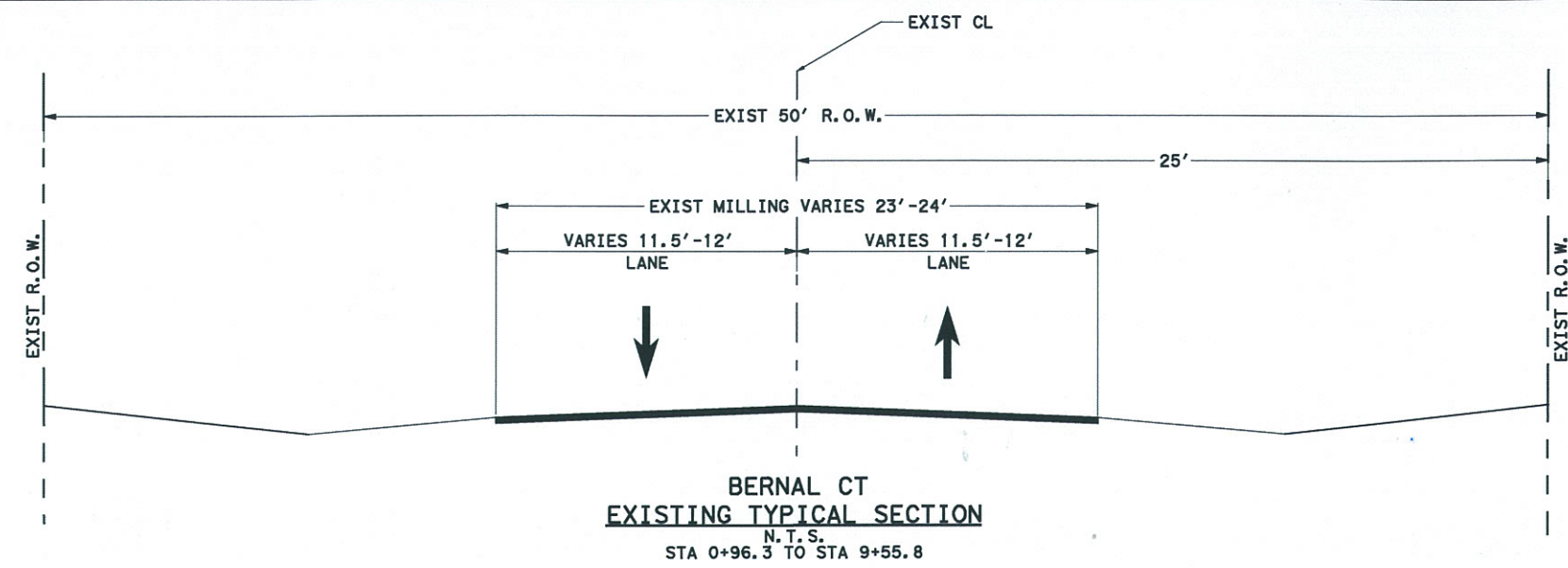
ALL SIGNS AND MAILBOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED NEW AT CONTRACTOR'S EXPENSE.

ALL EXISTING SIGNS SHALL REMAIN IN PLACE DURING CONSTRUCTION, THE CONTRACTOR IS TO RELOCATE/ADJUST SIGNS DURING CONSTRUCTION AT NO ADDITIONAL COST.

NO.	DATE	REVISION	APP.
  <span style="color: blue;">03/19/2012</span>			
		<b>HIDALGO COUNTY</b>	
 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> <small>1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898</small>			
<b>BERNAL HEIGHTS</b>			
<b>TRAFFIC CONTROL PLAN GENERAL NOTES</b>			
N. T. S.		SHEET 1 OF 1	
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			6
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-103	1	BERNAL CT	

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**SEQUENCE OF CONSTRUCTION**

- PHASE I**
1. INSTALL PROJECT LIMITS AND ADVANCE WARNING SIGNS
  2. INSTALL CROSSROAD BARRICADES/SIGNS, IN ACCORDANCE WITH MUTCD, BC STANDARDS AND/OR AS DIRECTED BY ENGINEER
  3. INSTALL STORM WATER POLLUTION CONTROLS
  4. EXCAVATION WORK/INSTALL STORM DRAINAGE STRUCTURES
  5. FLEXIBLE BASE WORK
- PHASE II**
1. APPLY HOT MIX ASPHALT MATERIAL IN ONE COURSE
  2. BACKFILL PAVEMENT EDGES
  3. REINSTALL EXISTING SIGNS/MAILBOXES
  4. REMOVE STORM WATER POLLUTION CONTROLS
  5. INSTALL PAVEMENT MARKINGS
  6. FINAL CLEANUP

NO.	DATE	REVISION	APP.



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03/19/2012



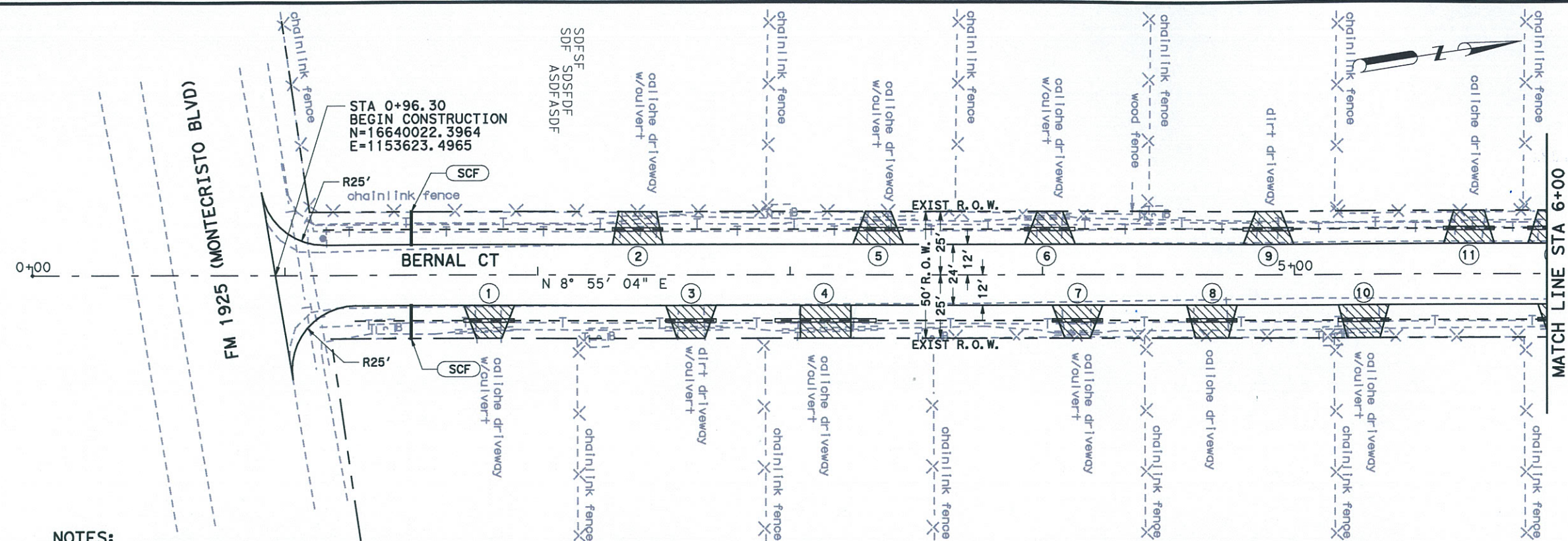
HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898  
TBPE F-1640

BERNAL HEIGHTS		SHEET 1 OF 1	
TRAFFIC CONTROL PLAN		TYPICAL SECTIONS	
N. T. S.			
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 7	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. BERNAL CT	
2C-1080-103			

**LEGEND**

- EXIST GAS LINE
- EXIST UG PHONE LINE
- EXIST WATER LINE
- EXIST CHAINLINK FENCE
- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- PROP DITCH
- DRIVEWAY ID NUMBER
- EXIST MAILBOX
- EXIST WATER METER
- EXIST WATER VALVE
- EXIST POWER POLE
- EXIST FIRE HYDRANT
- EXIST TELEPHONE BOX
- EXIST GAS METER
- TEMP SED CTRL FENCE



**NOTES:**

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
5. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
6. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

**BM DATA:**

BM#1  
IRON ROD  
STA 8+90.4  
OFFSET 25' RT  
EL=65.81'

NO.	DATE	REVISION	APP.

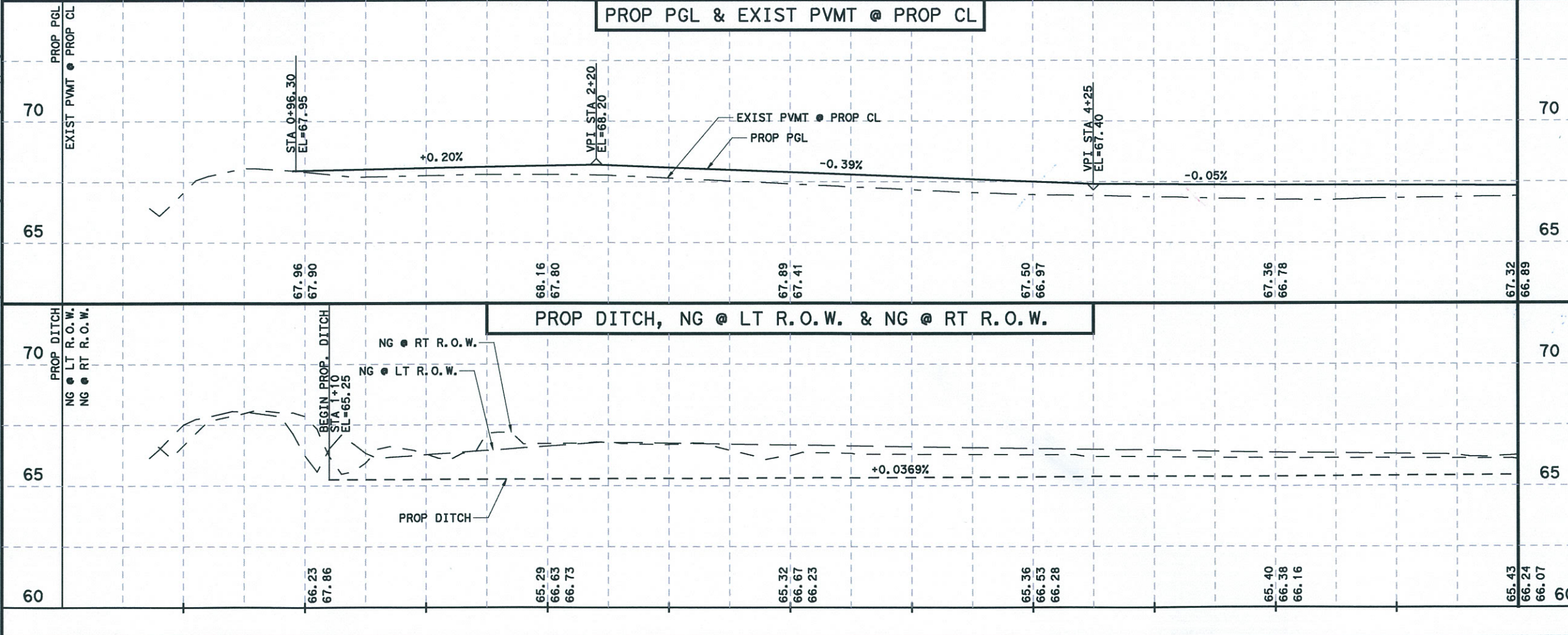
**BERNAL HEIGHTS**

**PLAN & PROFILE**

SCALE:  
HORIZ: 1" = 50'  
VERT: 1" = 5'

SHEET 1 OF 2

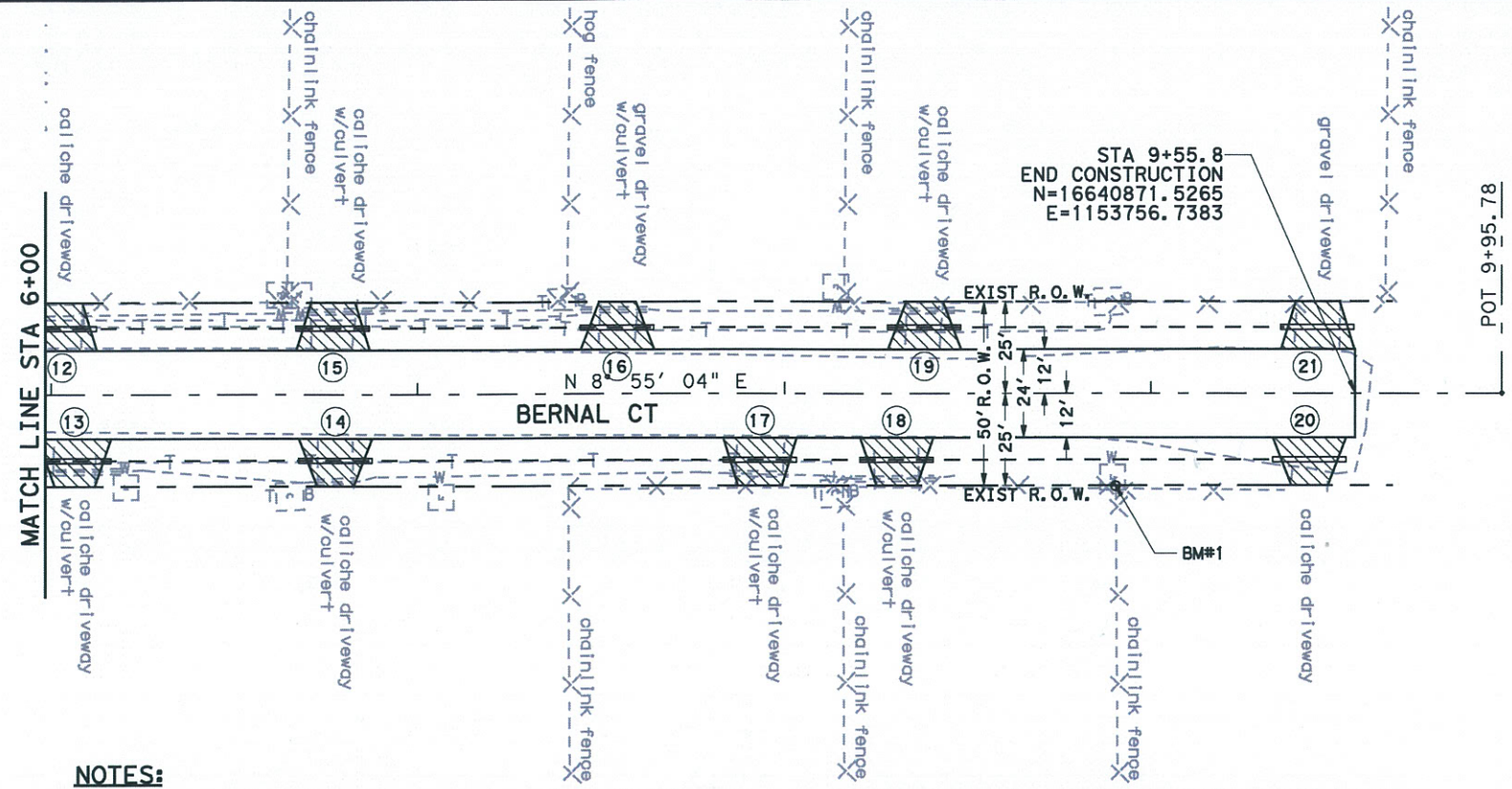
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 8
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT



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**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
- [Hatched Box] ASPHALT DRIVEWAY
- [Dotted Box] CONCRETE DRIVEWAY
- - - - - PROP DITCH
- (\*) DRIVEWAY ID NUMBER
- [Mailbox Icon] EXIST MAILBOX
- [Water Meter Icon] EXIST WATER METER
- [Water Valve Icon] EXIST WATER VALVE
- [Power Pole Icon] EXIST POWER POLE
- [Fire Hydrant Icon] EXIST FIRE HYDRANT
- [Telephone Box Icon] EXIST TELEPHONE BOX
- [Gas Meter Icon] EXIST GAS METER
- [SCF Icon] TEMP SED CTRL FENCE



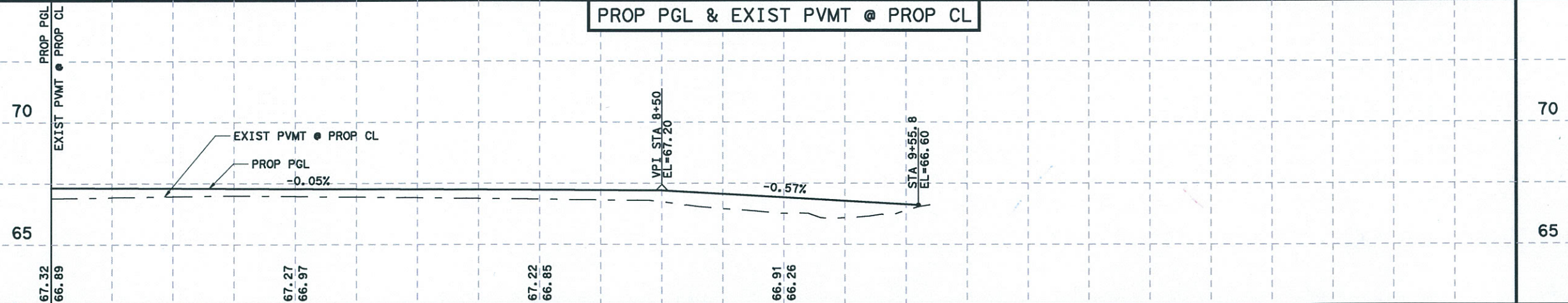
**NOTES:**

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
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COUNTY AND CITY ROADWAYS: 15"
5. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
6. CONTRACTOR SHALL PERFORM TS OWN CONSTRUCTION STAKING.

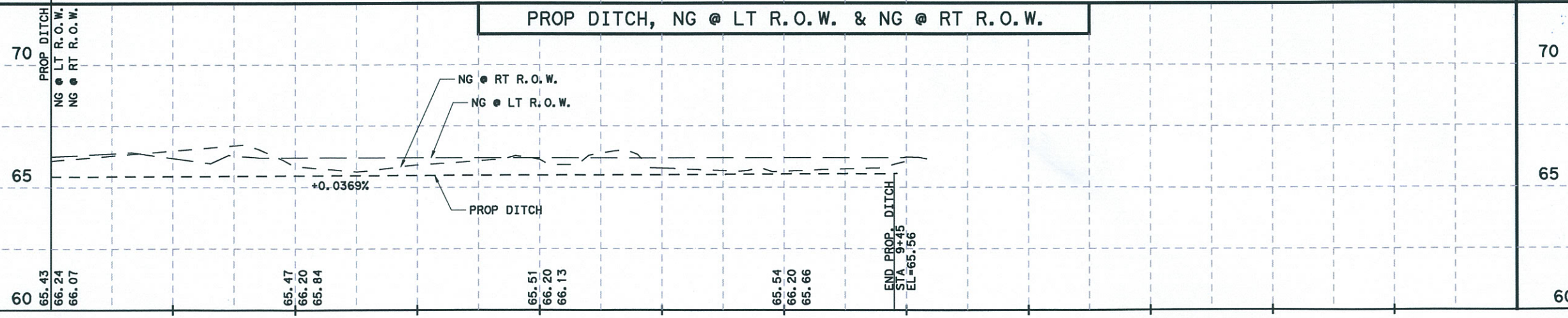
**BM DATA:**

BM#1  
IRON ROD  
STA 8+90.4  
OFFSET 25' RT  
EL=65.81'

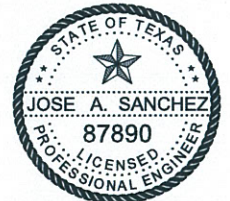
**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



HIDALGO COUNTY



BERNAL HEIGHTS

**PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

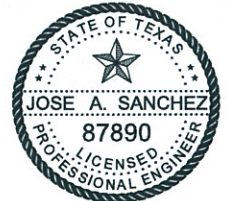


SHEET 2 OF 2

FED. RD. DIV. NO. 6	PROJECT NO. 9	SHEET NO. 9
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT

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BERNAL CT								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	496-2016	530-2010	530-2011
					THERMOPLASTIC PIPE (15 IN) TY III)	REMOV STR (PIPE)	DRWY (CONC)	DRWY (ACP)
					LF	LF	SY	SY
1	1+81	RT	18" RCP	UNPAVED	20	24		22
2	2+40	LT	18" RCP	UNPAVED	20	30		25
3	2+61	RT	18" RCP	UNPAVED	20	24		22
4	3+14	RT	18" RCP	UNPAVED	20	40		29
5	3+35	LT	18" RCP	UNPAVED	20	22		22
6	4+03	LT	18" RCP	UNPAVED	20	18		22
7	4+14	RT	18" RCP	UNPAVED	20	18		22
8	4+67	RT		UNPAVED	20			24
9	4+90	LT		UNPAVED	20			22
10	5+26	RT	18" RCP	UNPAVED	20	22		24
11	5+69	LT		UNPAVED	20			23
12	6+02	RT		UNPAVED	20			23
13	6+06	RT	18" RCP	UNPAVED	20	24		22
14	6+77	LT	18" RCP	UNPAVED	20	20		23
15	6+78	RT	18" RCP	UNPAVED	20	11		22
16	7+54	LT	18" RCP	UNPAVED	20	18		22
17	7+93	RT	18" RCP	UNPAVED	20	16		23
18	8+31	RT	18" RCP	UNPAVED	20	21		22
19	8+38	LT	18" RCP	UNPAVED	20	16		22
20	9+43	RT		UNPAVED	20			23
21	9+46	LT		UNPAVED	20			22
TOTAL					440	324		481

NO.	DATE	REVISION	APP.
 			
 <b>HIDALGO COUNTY</b>			
<b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> <small>1201 E. Expressway 83          Mission, Texas 78572          (956) 424-7898</small>			
<b>BERNAL HEIGHTS</b>  <b>DRIVEWAY TABLES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 10
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ		PCT 1	HIGHWAY NO. BERNAL CT

# FOR CONTRACTOR'S INFORMATION ONLY

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Multi Factor	Mass Ordinate
1+29.00	PROPOSED Excavation Fill	0.0 0.5	0 0	0 0	1.00 1.00	0
	EXIST Excavation Fill	26.7 0.0	0 0	0 0	1.00 1.00	0
2+00.00	PROPOSED Excavation Fill	0.0 1.3	0 2	0 2	1.00 1.00	-2
	EXIST Excavation Fill	19.9 0.0	61 0	61 0	1.00 1.00	59
3+00.00	PROPOSED Excavation Fill	0.0 0.9	0 4	0 4	1.00 1.00	55
	EXIST Excavation Fill	16.7 0.0	68 0	68 0	1.00 1.00	123
4+00.00	PROPOSED Excavation Fill	0.0 0.9	0 3	0 3	1.00 1.00	120
	EXIST Excavation Fill	16.2 0.0	61 0	61 0	1.00 1.00	181
5+00.00	PROPOSED Excavation Fill	0.0 3.2	0 8	0 8	1.00 1.00	173
	EXIST Excavation Fill	8.2 0.0	45 0	45 0	1.00 1.00	218
6+00.00	PROPOSED Excavation Fill	0.0 0.5	0 7	0 7	1.00 1.00	211
	EXIST Excavation Fill	20.8 0.0	54 0	54 0	1.00 1.00	265
7+00.00	PROPOSED Excavation Fill	0.0 0.0	0 1	0 1	1.00 1.00	264
	EXIST Excavation Fill	24.2 0.0	83 0	83 0	1.00 1.00	347
8+00.00	PROPOSED Excavation Fill	0.0 0.8	0 1	0 1	1.00 1.00	346
	EXIST Excavation Fill	19.1 0.0	80 0	80 0	1.00 1.00	426
9+00.00	PROPOSED Excavation Fill	0.0 1.6	0 4	0 4	1.00 1.00	422
	EXIST Excavation Fill	12.1 0.0	58 0	58 0	1.00 1.00	480
9+50.00	PROPOSED Excavation Fill	0.0 0.0	0 1	0 1	1.00 1.00	479
	EXIST Excavation Fill	19.1 0.0	29 0	29 0	1.00 1.00	508

GRAND SUMMARY		TOTALS	
Material Name	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Multi Factor
PROPOSED			
Excavation	0	0	1.00
Fill	31	31	1.00
EXIST			
Excavation	539	539	1.00
Fill	0	0	1.00

NO.	DATE	REVISION	APP.



HIDALGO COUNTY



**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*  
1201 E. Expressway 83  
Mission, Texas 78372  
(956) 424-7898

TBPE F-1640

**BERNAL HEIGHTS**

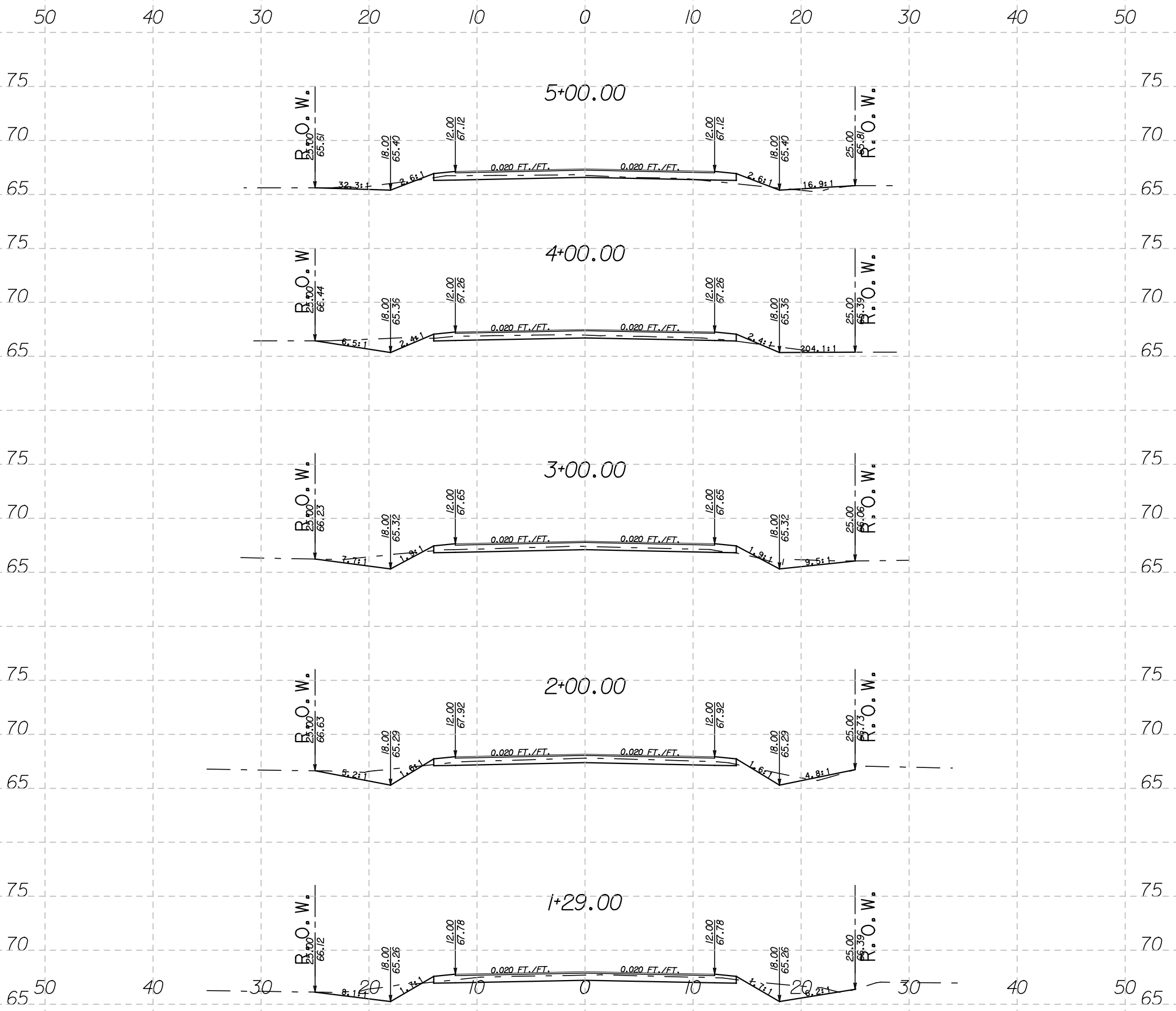
**EARTHWORK**

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 11
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT

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# FOR CONTRACTOR'S INFORMATION ONLY



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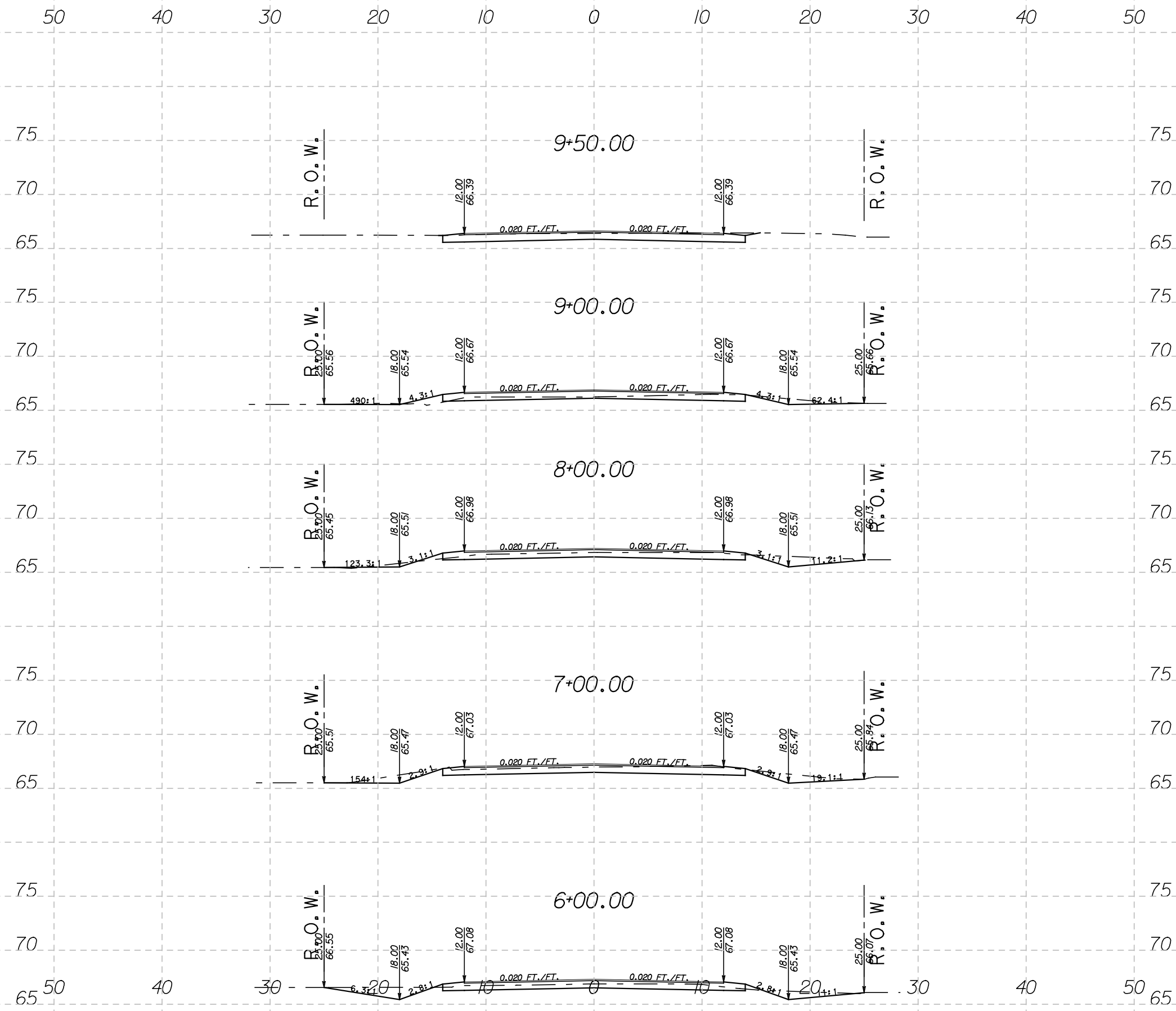
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898  
 TBPE F-1640

**BERNAL HEIGHTS**

## ROADWAY CROSS-SECTIONS

N. T. S.		SHEET 1 OF 2	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 12	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. BERNAL CT	
2C-1080-103			

# FOR CONTRACTOR'S INFORMATION ONLY



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NO.	DATE	REVISION	APP.



**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898

**BERNAL HEIGHTS**  
  
**ROADWAY CROSS-SECTIONS**

N. T. S.		SHEET 2 OF 2	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 13	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. BERNAL CT	

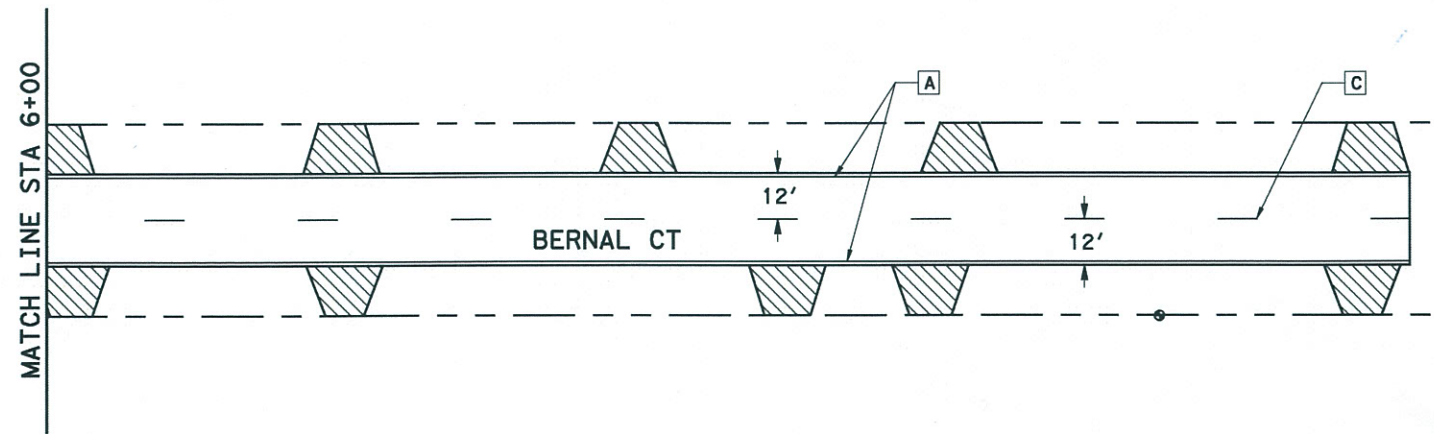
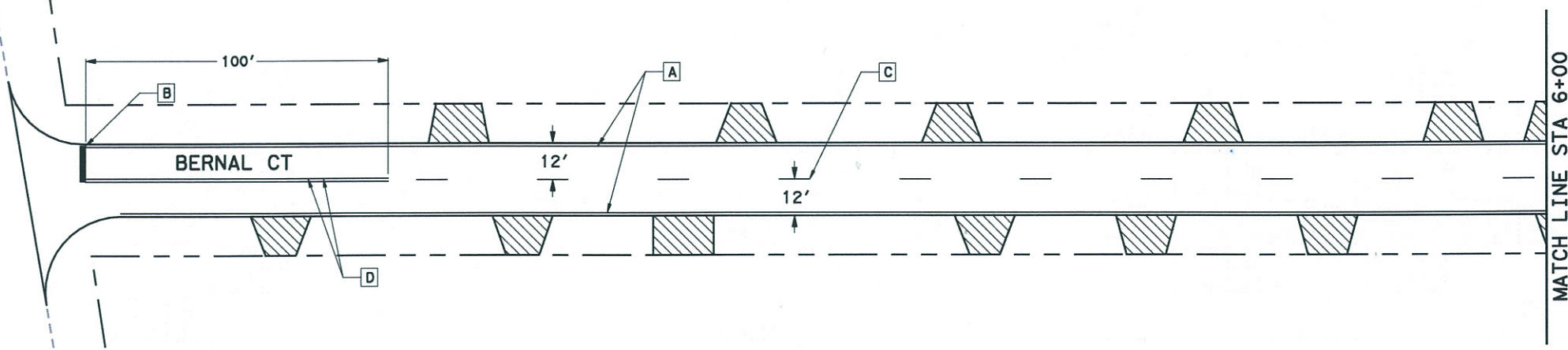
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(REFL PAV MRK TYPE I) (100 MIL)

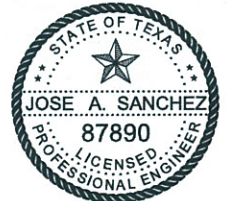
- A (W) (04") (SLD)
- B (W) (24") (SLD)
- C (Y) (04") (BRK)
- D (Y) (04") (SLD)



FM 1925 BLVD  
(MONTECRISTO BLVD)



NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78372  
(956) 424-7898

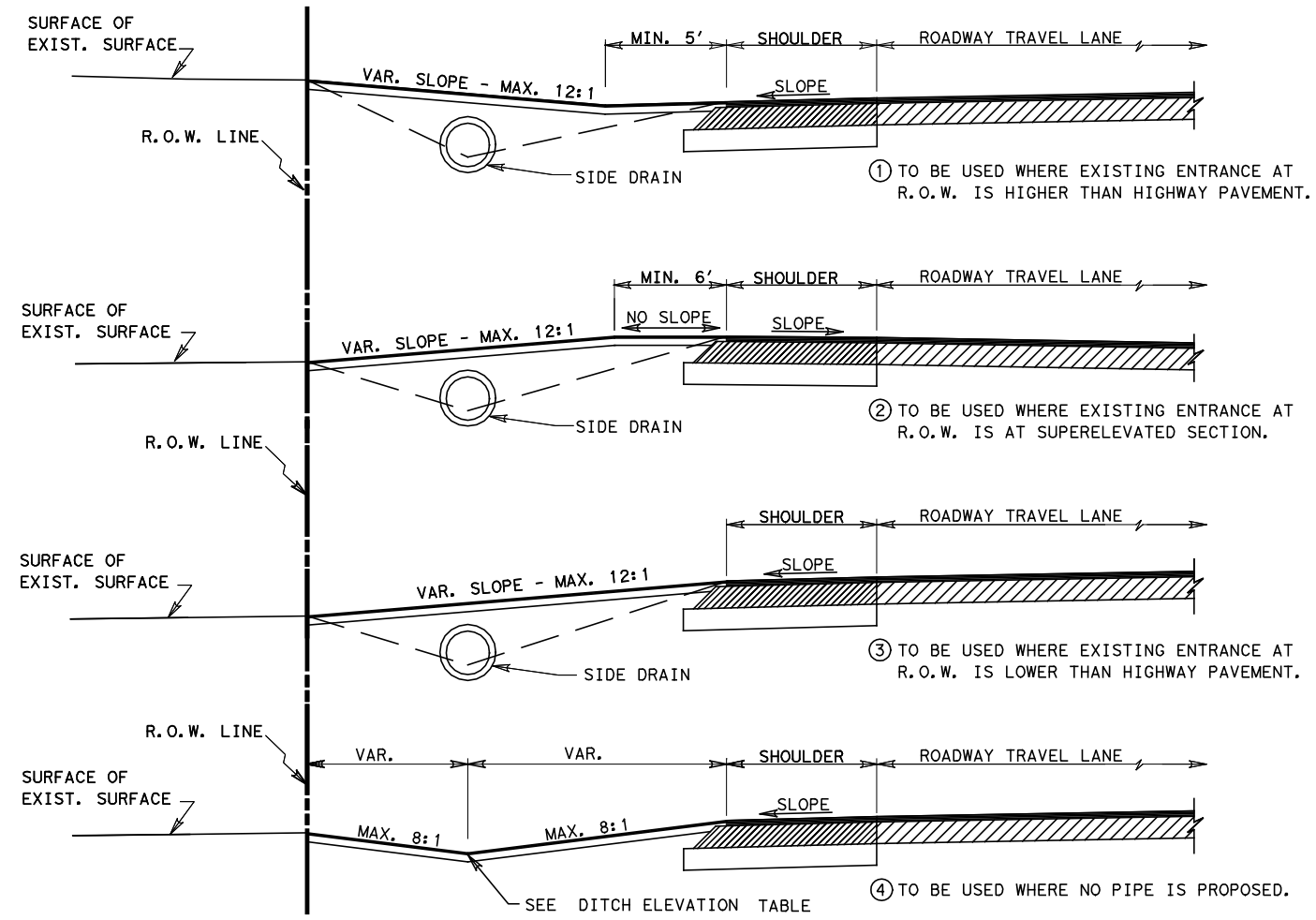
**BERNAL HEIGHTS**

**PAVEMENT MARKINGS**

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 14
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. BERNAL CT

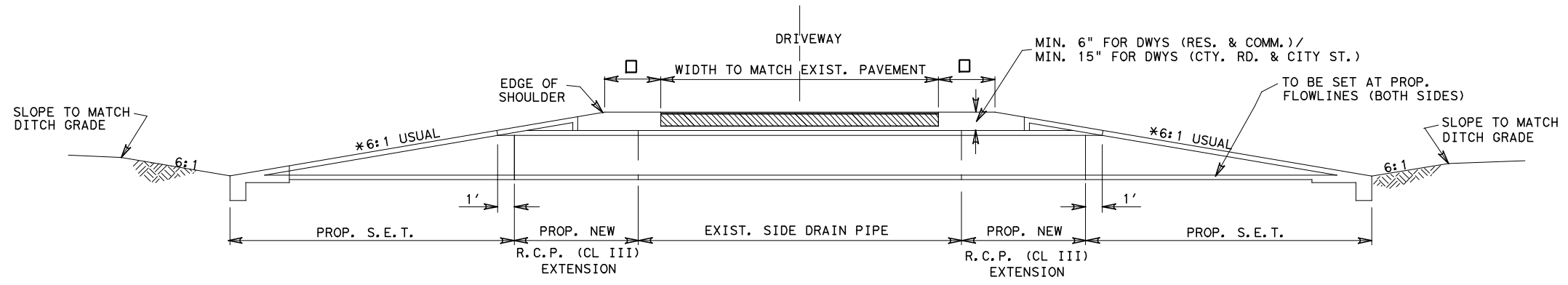
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**NOTES:**

- ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.
- ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.
- ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.
- EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.
- PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.
- 114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH  
171 #/SY ACP (COMPACTED) IS EQUAL TO 1 1/2 IN. DEPTH.
- SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
- SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.
- AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.
- THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

**TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G**



- - 1' MIN. ON DRIVEWAYS (RES. & COMM.)  
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)
- \* - 6:1 SLOPE USUAL  
UNLESS OTHERWISE NOTED ON PLANS

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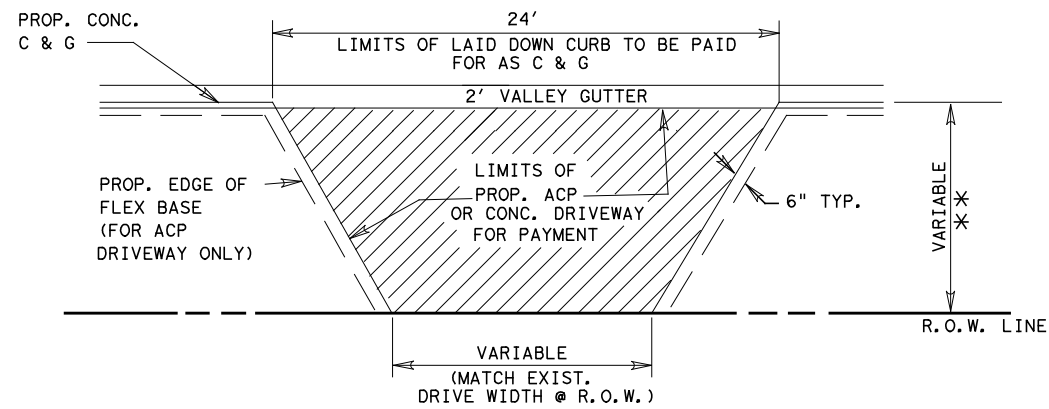


**DRIVEWAY PROFILE DETAILS**

REV. 4/05 DRIVEWAY1.DGN

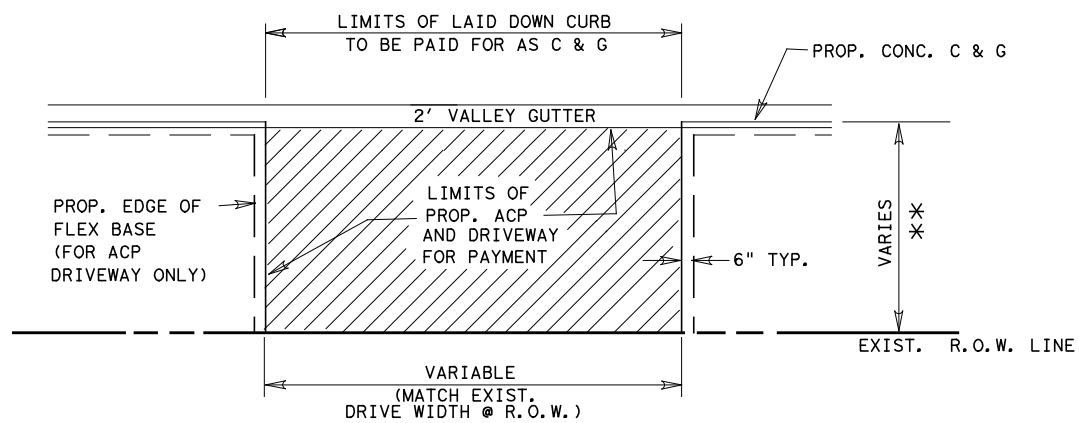
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6			15
STATE	STATE DIST. NO.	COUNTY	CONT. SECT. JOB HIGHWAY NO.
TEXAS	PHR	HIDALGO	2C 1080 103 BERNAL

**PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER**



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH LESS THAN 24')

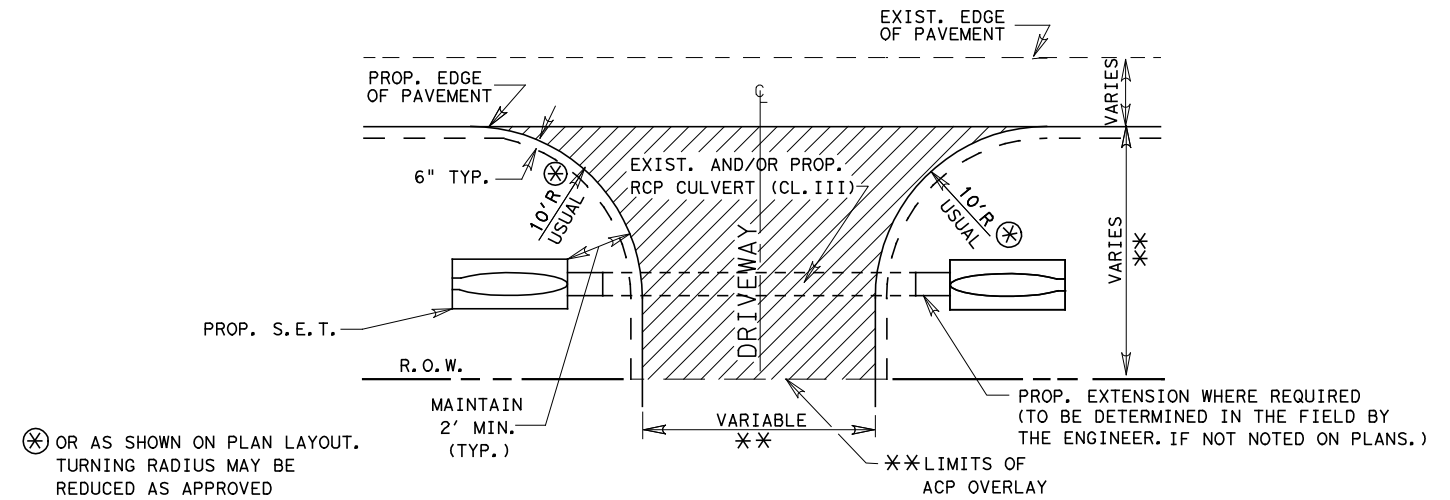
\*\* SEE P&P SHEETS



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

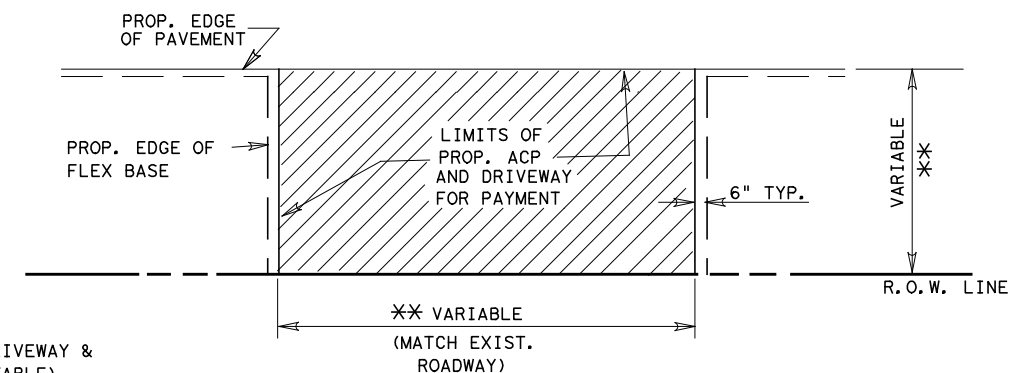
**PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER**



⊗ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

**PLAN OF PRIVATE AND COMMERCIAL DRIVES**

\*W/DRIVEWAY WIDTH LESS THAN 24'

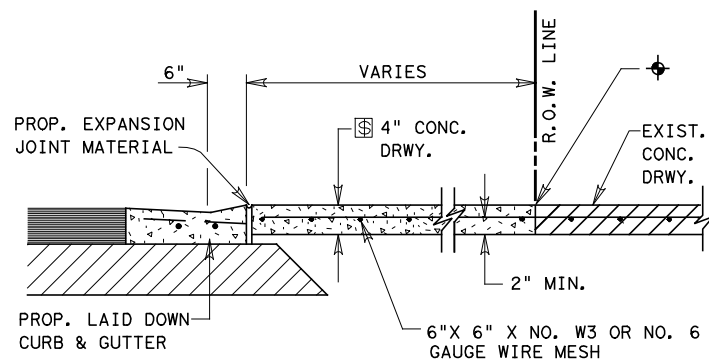


\*\* FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

**PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER**

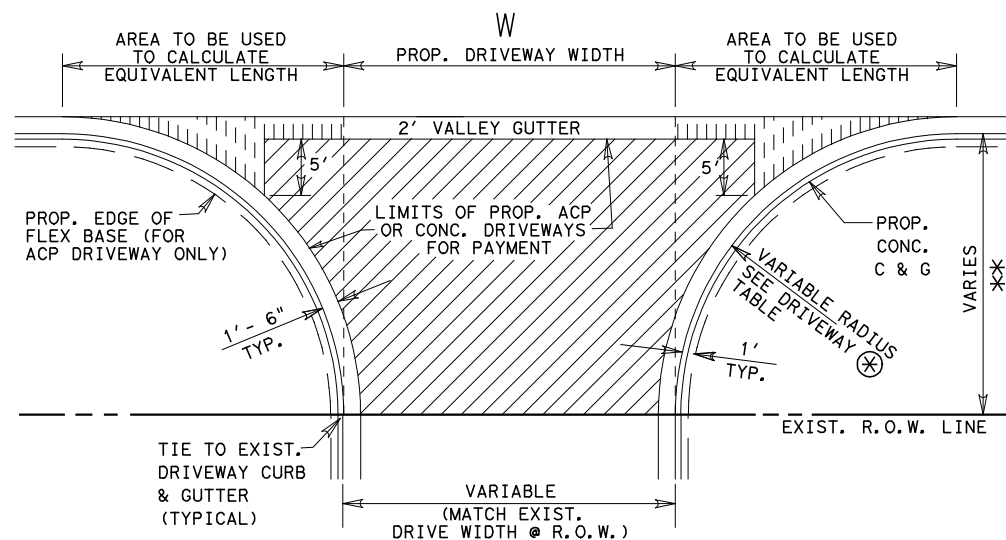


**TYPICAL CONCRETE DRIVEWAY SECTION**

◆ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

⊞ 6" FOR COMMERCIAL DRIVES

N. T. S.



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N. T. S.

**LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER**

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2')
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

**DRIVEWAY TYPES**

- TY PRB-1  
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY "D")
- TY PB-1  
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.
- TY P1  
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY "D".

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**TEXAS DEPARTMENT OF TRANSPORTATION**

**DRIVEWAY DETAILS**

**PRIVATE**

**(RESIDENTIAL-COMMERCIAL)**

REV. 4/05	DRIVEWAY2.DGN
FED. RD. DIV. NO. 6	PROJECT NO.
STATE DIST. NO. TEXAS	FILE NO.
STATE COUNTY COUNTY	SHEET NO. 16
CONT. SECT. JOB HIGHWAY NO. 2C 1080 103 BERNAL	

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Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
 Traffic Operations Division - TE  
 Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

- Compliant Work Zone Traffic Control Devices List (CWZTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Standard Highway Sign Designs for Texas (SHSD)  
<http://www.txdot.gov/publications/traffic.htm>
- Traffic Engineering Standard Sheets  
<http://www.txdot.gov/business/disclaim.htm>
- Material Producer List  
[http://www.txdot.gov/business/producer\\*list.htm](http://www.txdot.gov/business/producer*list.htm)
- Departmental Material Specifications (DMS)  
[http://www.txdot.gov/services/construction/material\\*specifications/](http://www.txdot.gov/services/construction/material*specifications/)
- Roadway Design Manual  
[http://www.txdot.gov/services/general\\*services/manuals.htm](http://www.txdot.gov/services/general*services/manuals.htm)



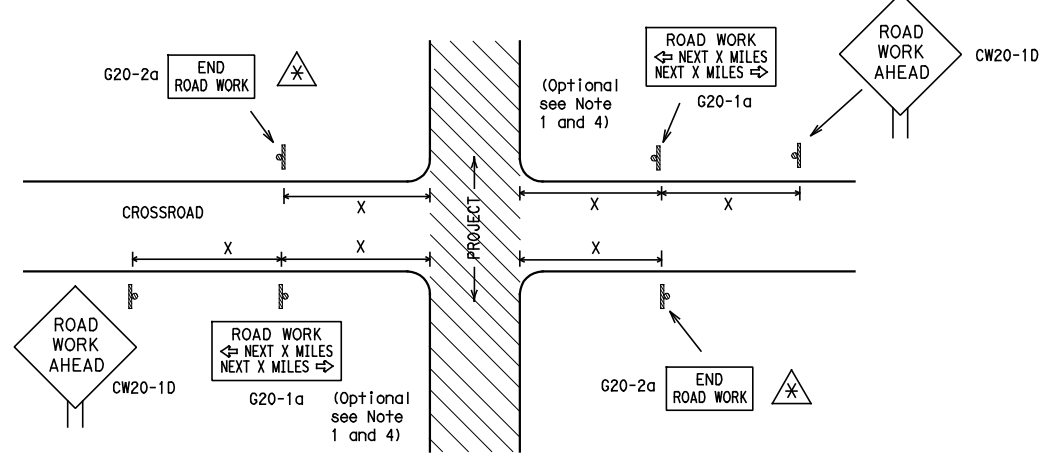
**BARRICADE AND CONSTRUCTION  
 GENERAL NOTES  
 AND REQUIREMENTS**

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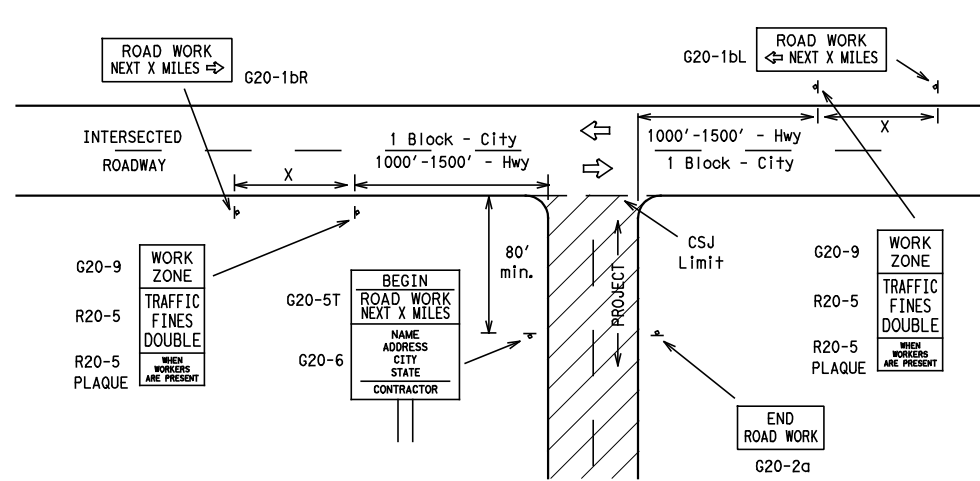
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**TYPICAL LOCATION OF CROSSROAD SIGNS**



- May be mounted on back of CW20-10 sign with approval of engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a CW20-10 ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
  - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-10) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (G20-2a) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
  - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  - The G20-1a sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
  - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

**T-INTERSECTION**



**CSJ LIMITS AT T-INTERSECTION**

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-Intersection the Contractor shall place the G20-6 "Contractor Name" sign behind the Type III Barricades for the road closure (see BC(10) also). The G20-1bL and G20-1bR signs shall be replaced by the detour signing called for in the plans.

**TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING<sup>1,5,6</sup>**

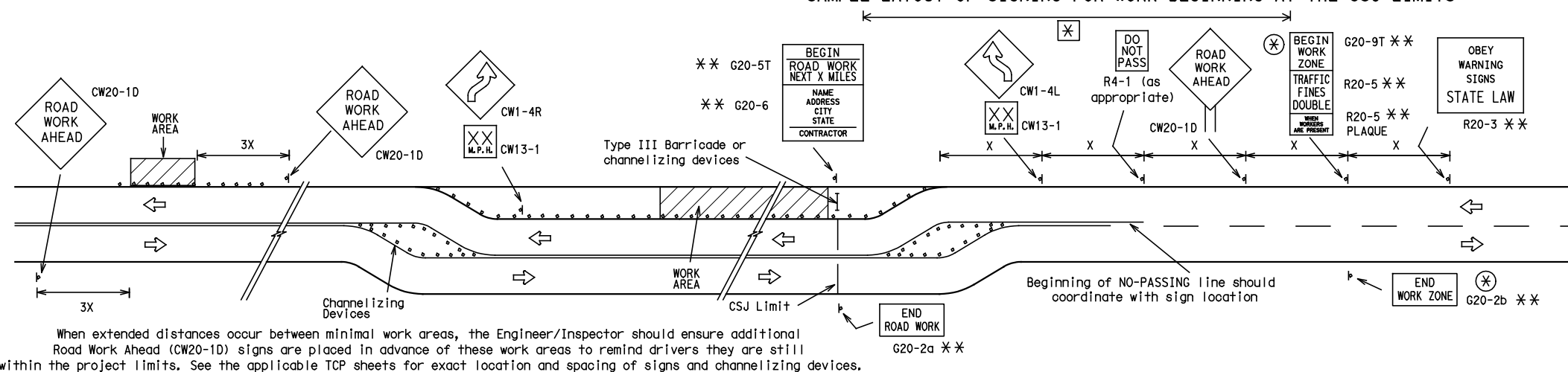
Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed MPH	Sign Spacing "x" (Feet (Apprx.))
CW20 CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	35	160
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	40	240
			45	320
			50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
			*	*

\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.  
 Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

**General Notes:**

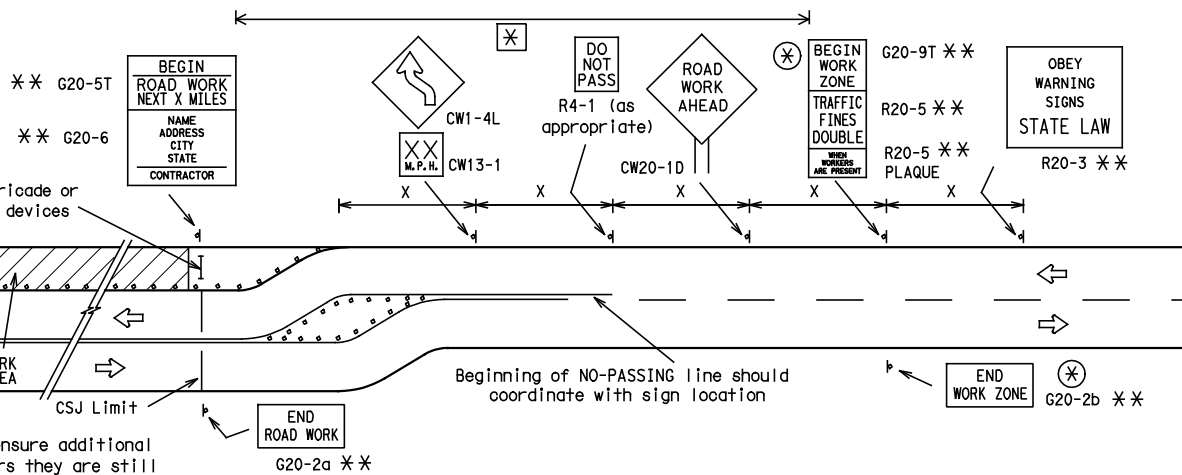
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" ROAD WORK AHEAD (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

**WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS**

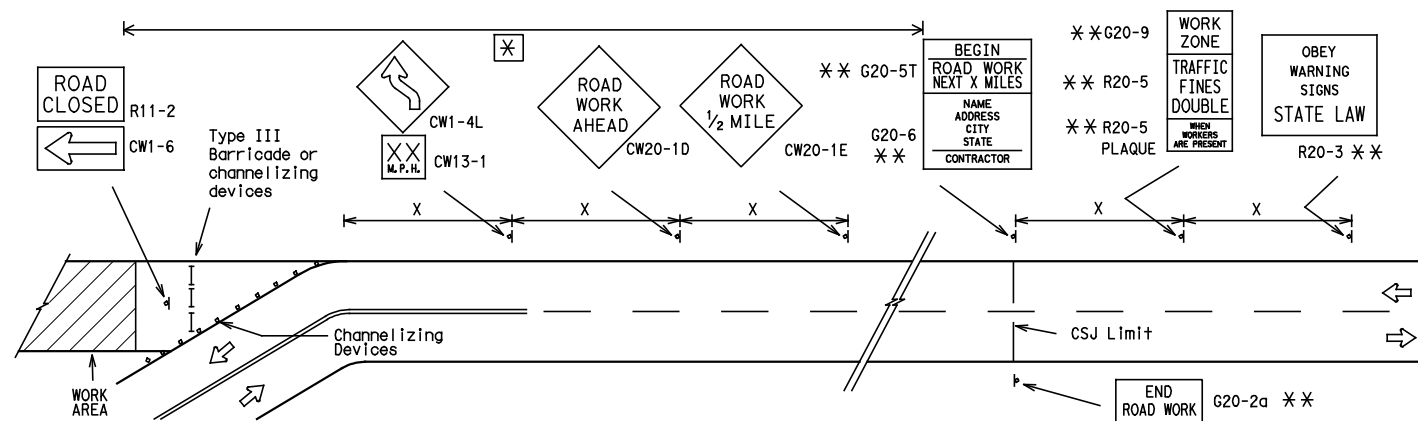


When extended distances occur between minimal work areas, the Engineer/Inspector should ensure additional Road Work Ahead (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS**



**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS**



**NOTES**

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and G20-5T sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The G20-9T and G20-2b shall be used when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a work zone where traffic fines may double if workers are present.
- \*\* Required CSJ Limit signing. See Note 10 on BC(1).
- ⊗ Area for placement of "ROAD WORK AHEAD" sign and other signs or devices as called for on the Traffic Control Plan.

**LEGEND**

- ⊙ sign
- Channelizing Devices
- I Type III Barricade
- X See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.



R20-3  
Legend/Border - Black  
Background - White

Texas Department of Transportation  
 Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

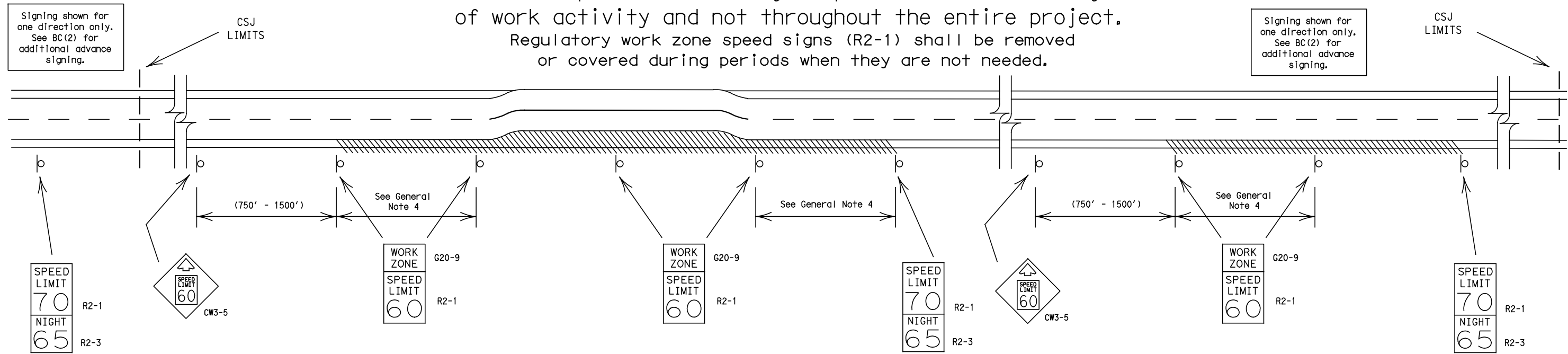
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		DIST	COUNTY		SHEET NO.
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# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 15 feet of pavement edge or actually on the pavement.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

## GENERAL NOTES:

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
  - 40 mph and greater 0.2 to 2 miles
  - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the CW3-5 sign, G20-9 plaque and the R2-1 and R2-3 signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
- Techniques that may help reduce traffic speeds include but are not limited to:
  - Law enforcement.
  - Flagger stationed next to sign.
  - Portable changeable message sign (PCMS).
  - Low-power (drone) radar transmitter.
  - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.

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## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD

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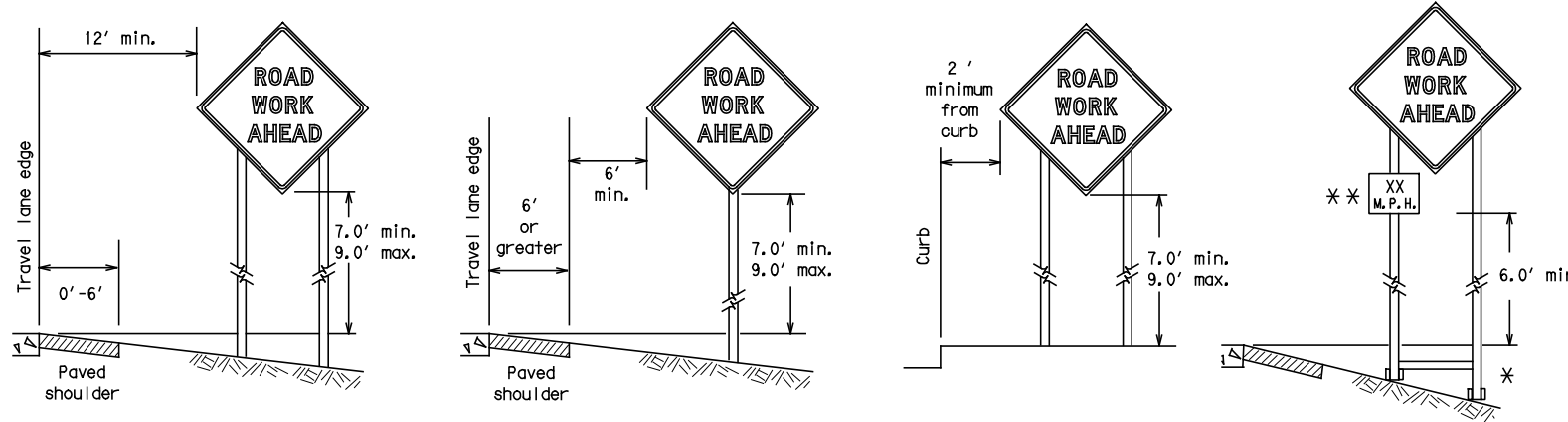
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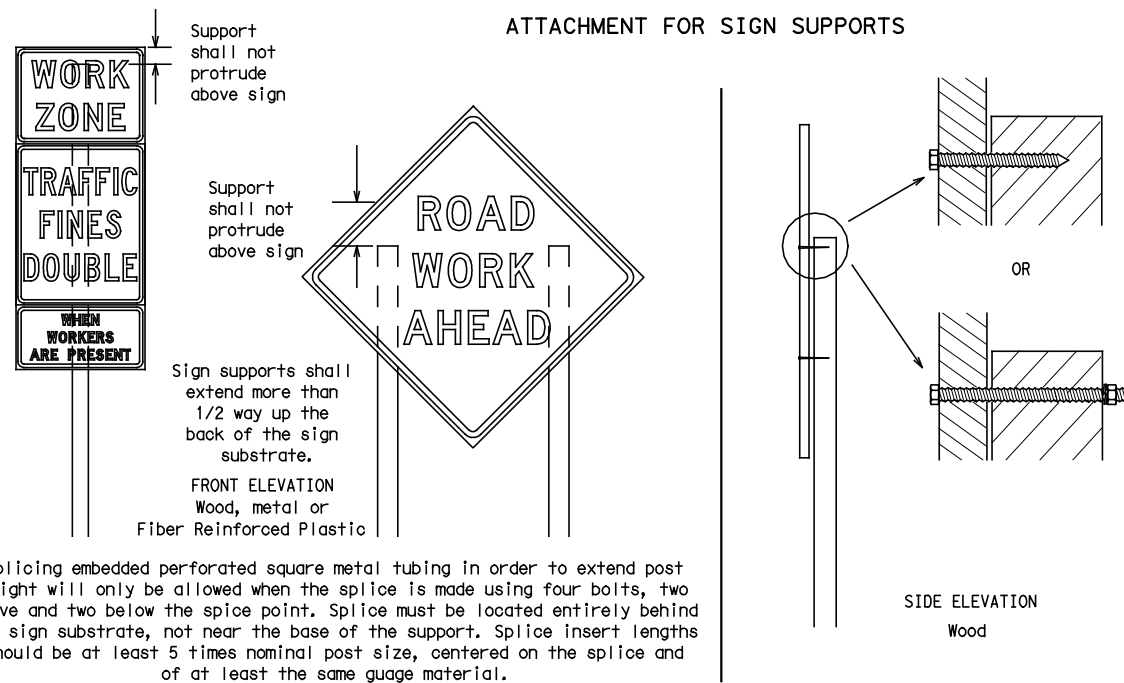
**TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS**



\* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

\*\* When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

**ATTACHMENT FOR SIGN SUPPORTS**

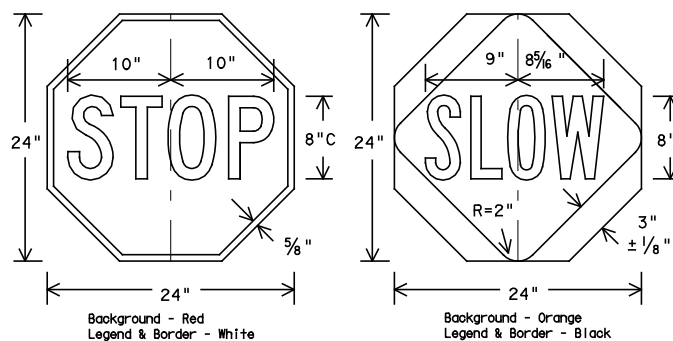


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails will NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

**STOP/SLOW PADDLES**

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



**CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS**

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

**GENERAL NOTES FOR WORK ZONE SIGNS**

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
6. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
7. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
8. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
10. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

**DURATION OF WORK (as defined by the Texas Manual on Uniform Traffic Control Devices Part 6)**

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
  - a. Long-term stationary - work that occupies a location more than 3 days.
  - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
  - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
  - d. Short, duration - work that occupies a location up to 1 hour.
  - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes).

**SIGN MOUNTING HEIGHT**

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday, or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

**SIZE OF SIGNS**

1. The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
2. The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

**SIGN SUBSTRATES**

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

**REFLECTIVE SHEETING**

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

**SIGN LETTERS**

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

**REMOVING OR COVERING**

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

**SIGN SUPPORT WEIGHTS**

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact.
6. Rubber (such as tire inner tubes) shall NOT be used for sandbags.
7. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
8. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
9. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.



**BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD**

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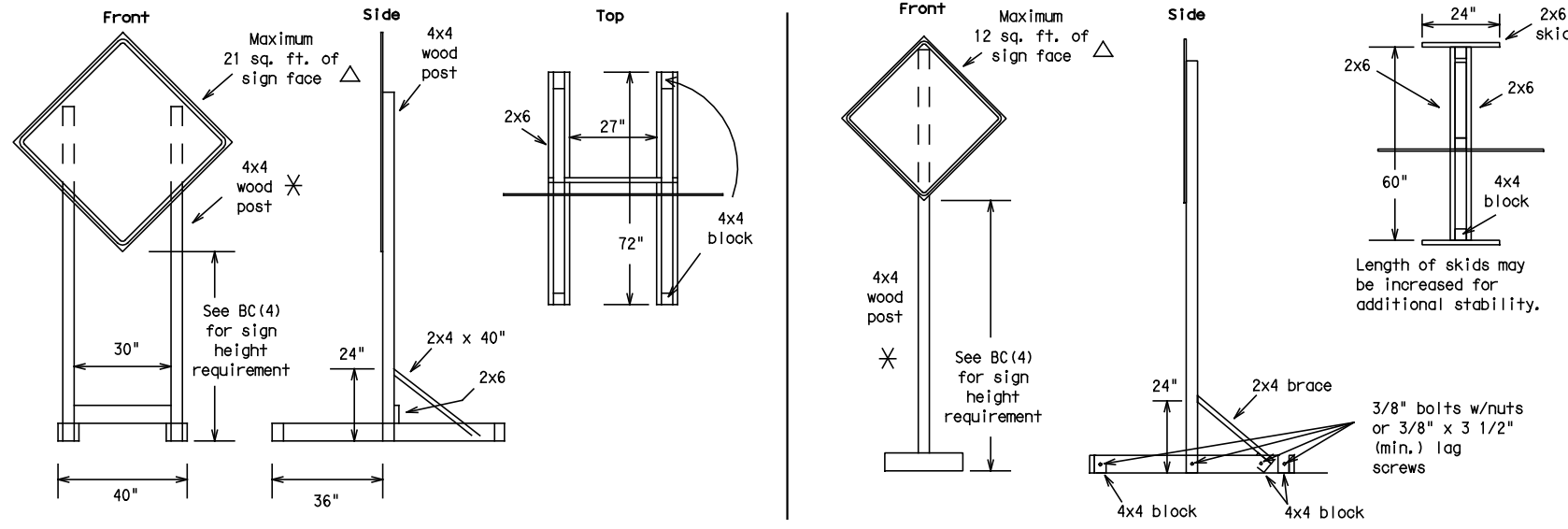
BC(4)-07

© TxDOT 11-4-02		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
9-07	REVISIONS	CONT	SECT	JOB	HIGHWAY
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		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		20

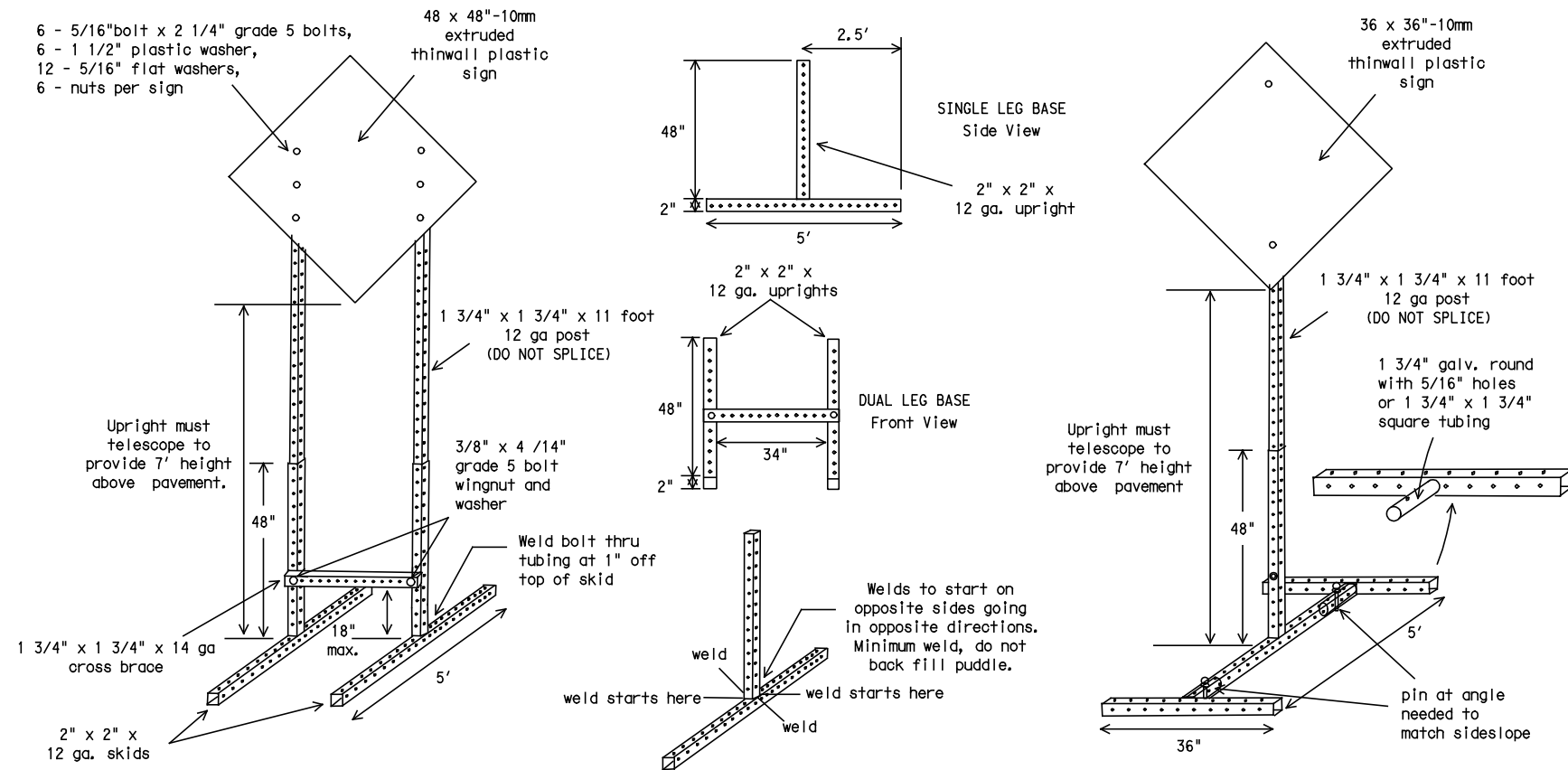
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## SKID MOUNTED WOOD SIGN SUPPORTS

### LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

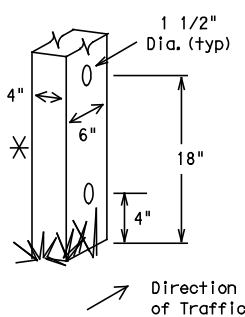


## SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



## WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).



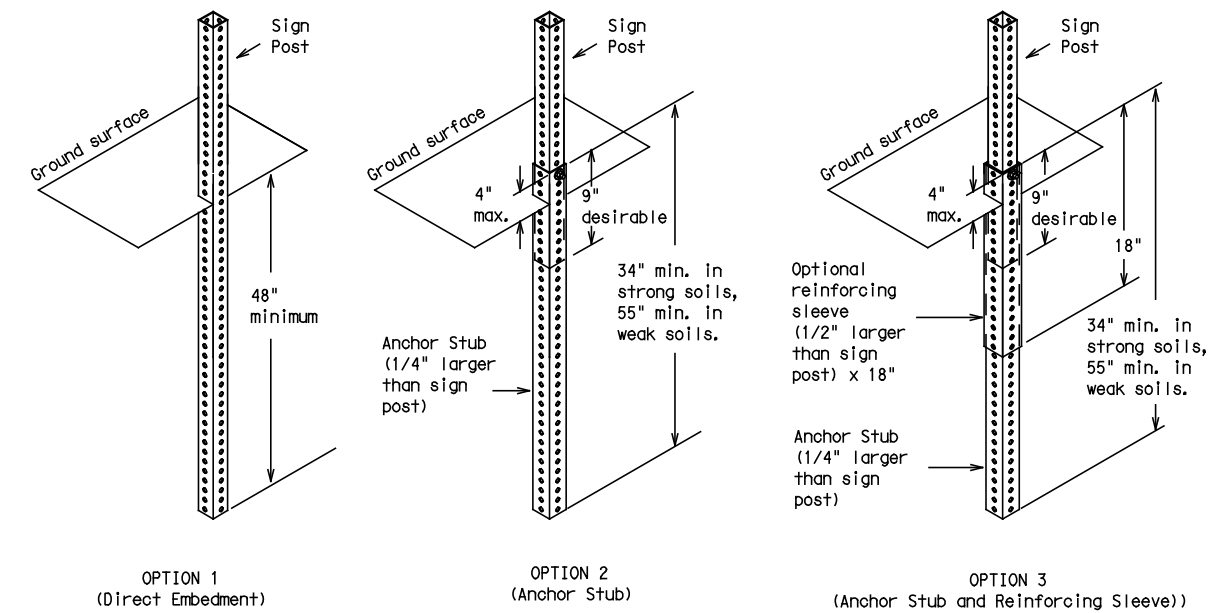
## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	No. of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

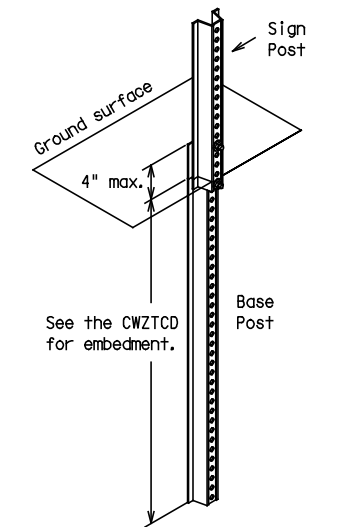
## GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

### PERFORATED SQUARE METAL TUBING



### WING CHANNEL



### GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✕ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation  
 Traffic Operations Division

## BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

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BC(5)-07

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		CONT	SECT	JOB	HIGHWAY
		3C	080	103	BERNAL
		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		21

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PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 720 feet. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Word or Phrase	Abb.	Word or Phrase	Abb.
Access Road	ACCS RD	Major	MAJ
Air Quality	AIR QLTY	Miles	MI
Alternate	ALT	Miles Per Hour	MPH
Avenue	AVE	Minor	MNR
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Cannot	CANT	Northbound	(route) N
Center	CNTR	Parking	PKING
Construction Ahead	CONST AHEAD	Parking Lot	PRK LOT
Detour Route	DETOUR RTE	Road	RD
Do Not	DONT	Right Lane	RGT LN
East	E	Saturday	SAT
Eastbound	(route) E	Service Road	SERV RD
Emergency	EMER	Shoulder	SHLDR
Emergency Vehicle	EMER VEH	Slippery	SLIP
Entrance, Enter	ENT	South	S
Express Lanes	EXP LANE	Southbound	(route) S
Expressway	EXPWY	Speed	SPD
XXXX Feet	XXXX FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Temporary	TEMP
Friday	FRI	Thursday	THURS
Hazardous Driving	HAZ DRIVING	To Downtown	TO DWN TN
Hazardous Material	HAZMAT	Traffic	TRAF
High-Occupancy Vehicle	HOV	Travelers	TRV LRS
Highway	HWY	Tuesday	TUES
Hours	HR	Time Minutes	TIME MIN
Information	INFO	Upper Level	UPPR LVL
It Is	ITS	Vehicle	VEH
Junction	JCT	Warning	WARN
Left	LFT	Wednesday	WED
Left Lane	LFT LN	Weight Limit	WT LIMIT
Lane Closed	LN CLSD	West	W
Lower Level	LOWR LVL	Westbound	(route) W
Maintenance	MAINT	Wet Pavement	WET PVMT
		Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number  
 WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED
SHOULDER CLOSED XXX FT
RIGHT LN CLOSED XXX FT
RIGHT X LANES OPEN
DAYTIME LANE CLOSURES
I-XX SOUTH EXIT CLOSED
EXIT XXX CLOSED X MILE
RIGHT LN TO BE CLOSED
X LANES CLOSED TUE - FRI

ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT

ROAD REPAIRS XXXX FT
LANE NARROWS XXXX FT
TWO-WAY TRAFFIC XX MILE
CONST TRAFFIC XXX FT
UNEVEN LANES XXXX FT
ROUGH ROAD XXXX FT
ROADWORK NEXT FRI-SUN
US XXX EXIT X MILES
LANES SHIFT *

\* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Application Guidelines

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE *

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

\*\* Advance Notice List

TUE-FRI XX AM-X PM
APR XX-XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM-XX AM

\*\* See Application Guidelines Note 6.

Wording Alternatives

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the CW20-7a Flagger Symbol, are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow panel provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.



BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) STANDARD

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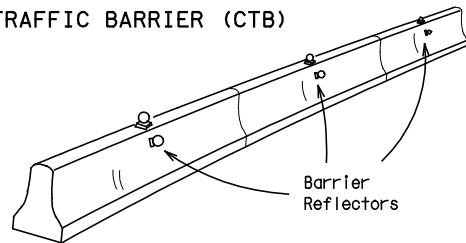
© TxDOT 11-4-02	DNF: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
9-07	REVISONS	CONT	SECT	JOB
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		DIST	COUNTY	SHEET NO.
		PHR	HIDALGO	22

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## BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

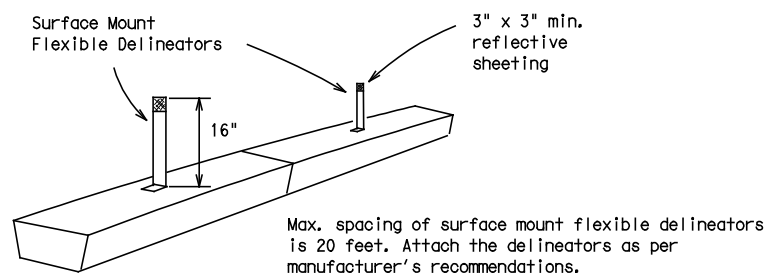
- Barrier Reflectors shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors (Type C Delineators) can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 502.

### CONCRETE TRAFFIC BARRIER (CTB)

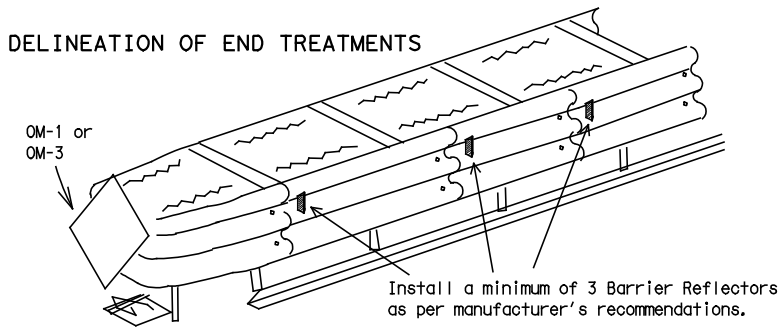


- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented. Yellow Barrier Reflectors shall be made with Type E Fluorescent Prismatic Yellow Retroreflective Sheeting. White reflectors shall be made with Type D White Prismatic sheeting.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

### LOW PROFILE CONCRETE BARRIER (LPCB)



### DELINEATION OF END TREATMENTS



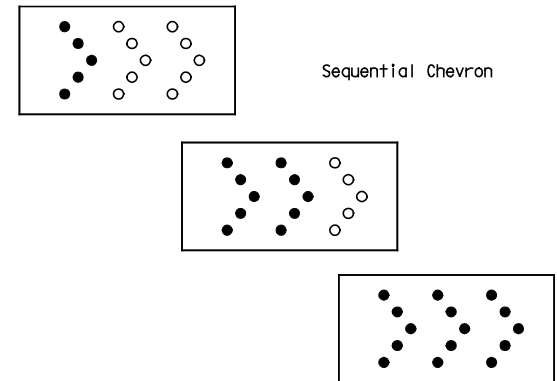
	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
DELINEATION	OM-1	OM-3 or Vertical Panel

**END TREATMENTS FOR CTB'S USED IN WORK ZONES**

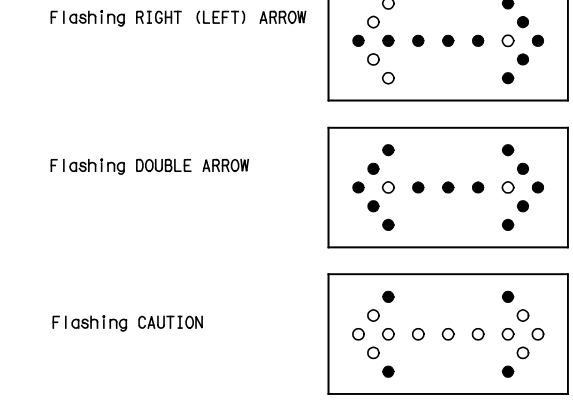
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

## TYPICAL FLASHING ARROW PANEL

Arrow Panels may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.



- The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
- The Flashing Arrow Panel should be able to display the following symbols:



TYPE	REQUIREMENTS		MINIMUM VISIBILITY DISTANCE
	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

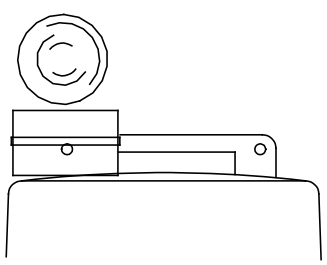
**ATTENTION:** Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

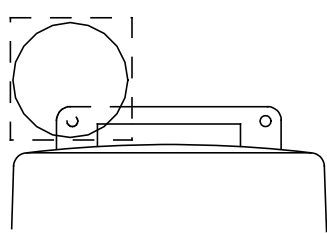
- The "CAUTION" display consists of four corner lamps flashing simultaneously.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.

- The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Panel SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Panel provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted arrow panels should be 7 feet from roadway to bottom of panel.

### WARNING LIGHTS



Type C Warning Light or approved substitute mounted adjacent to the travel way.



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.

### WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

### WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

## TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned approximately 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

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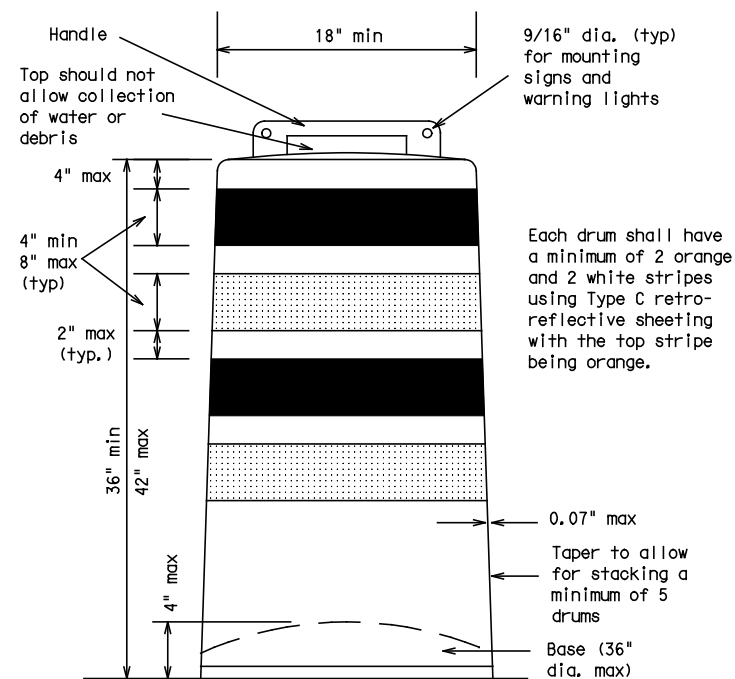
### BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR STANDARD

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**GENERAL NOTES**

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

**GENERAL DESIGN REQUIREMENTS**

Prequalified plastic drums shall meet the following requirements:

- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.

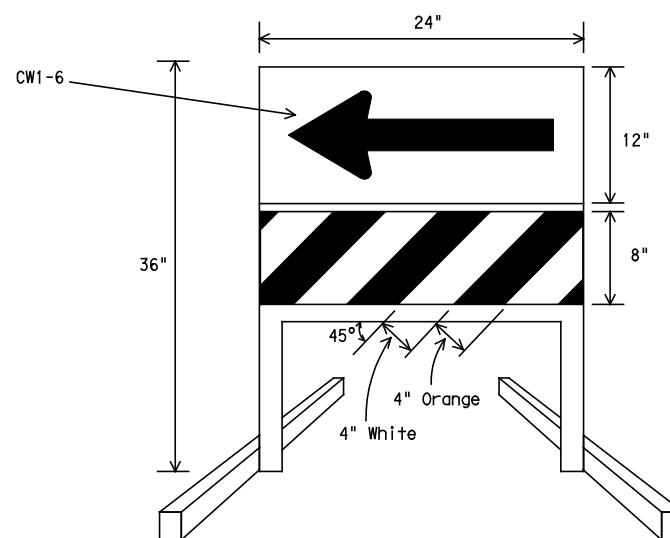
- Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.
- Drum and base shall be marked with manufacturer's name and model number.

**RETROREFLECTIVE SHEETING**

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retroreflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

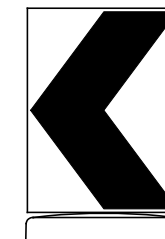
**BALLAST**

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

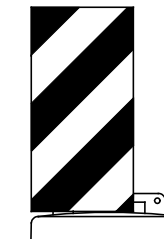


**DIRECTION INDICATOR BARRICADE**

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type E Fluorescent Prismatic Orange above a rail with Type C High Specific Intensity retroreflective sheeting in alternation 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



18" x 24" Sign  
 (Maximum Sign Dimension)  
 Chevron CW1-8, Opposing Traffic Lane  
 Divider, Driveway sign D70a, Keep Right  
 R4 series or other signs as approved  
 by Engineer



12" x 24"  
 Vertical Panel  
 mount with diagonals  
 sloping down towards  
 travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

**SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS**

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

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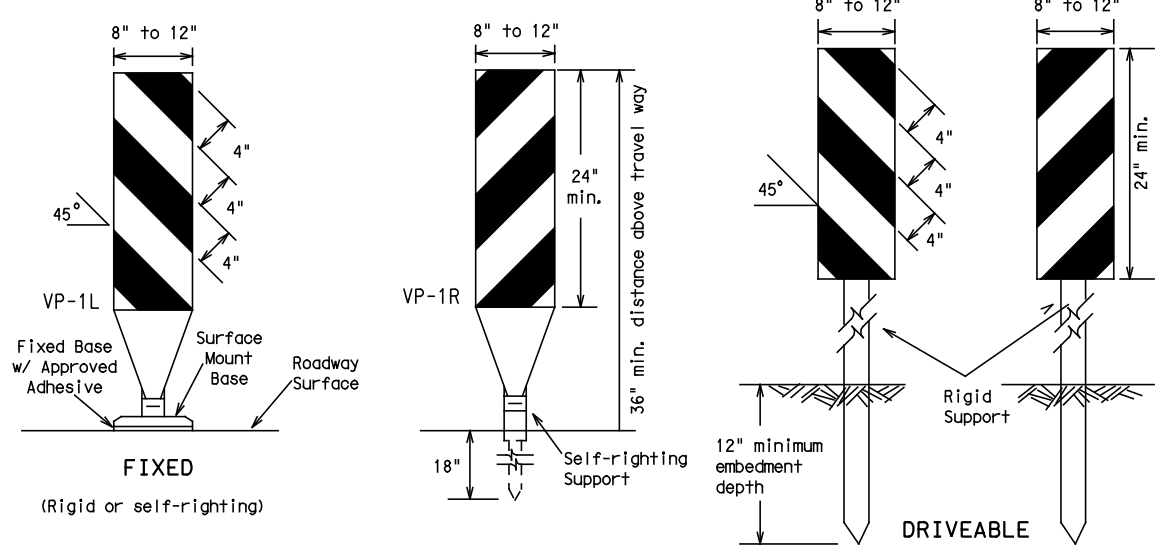
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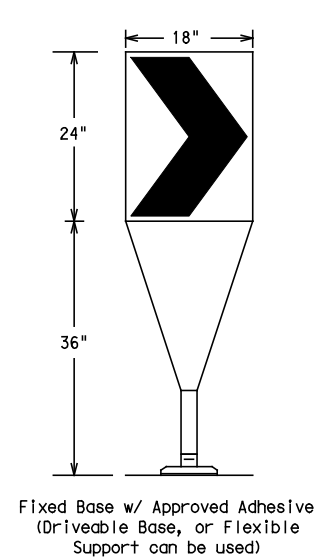
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## CHANNELIZING DEVICES

### VERTICAL PANELS (VPs)



### CHEVRONS



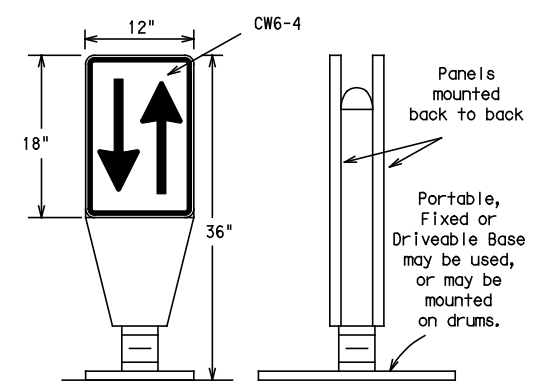
- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

### GENERAL NOTES:

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
- Examples on this sheet are commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, shall have a minimum of 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is greater than 36 inches, a panel stripe of 6 inches shall be used.

### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

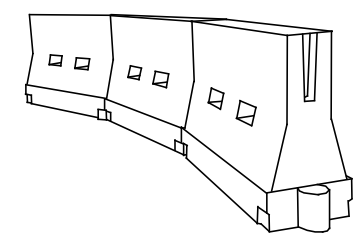


- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with simple tubular markers or VPs.
- Spacing between the OTLD shall not exceed 500 feet. Tubular markers or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.

Posted Speed	Formula	Minimum Desirable Taper Lengths $\frac{WS}{60}$			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	35'	70' - 90'
40		265'	295'	320'	40'	80' - 100'
45	L=WS	450'	495'	540'	45'	90' - 110'
50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70	700'	770'	840'	70'	140' - 175'	
75	750'	825'	900'	75'	150' - 185'	
80	800'	880'	960'	80'	160' - 195'	

\*\*Taper lengths have been rounded off.  
 L=Length of Taper (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



#### LONGITUDINAL CHANNELIZING DEVICES

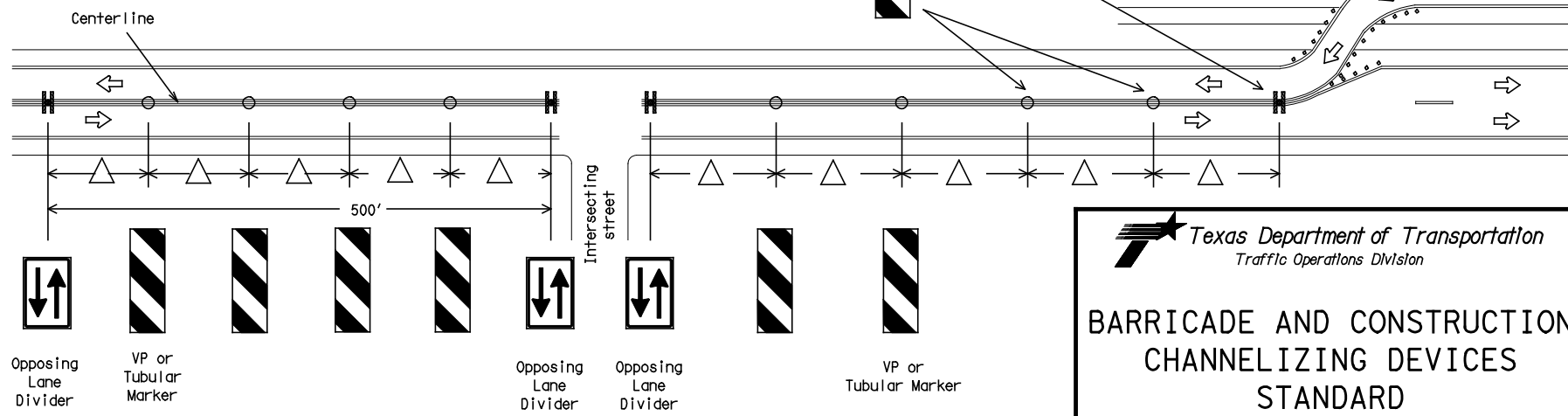
- Longitudinal channelizing devices are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. **They are not designed to contain or redirect a vehicle on impact.**
- Longitudinal channelizing devices may be used instead of a line of cones or drums.
- Longitudinal channelizing devices shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Longitudinal channelizing devices should not be used to provide positive protection for obstacles, pedestrians or workers.
- Longitudinal channelizing devices shall be retroreflective, or supplemented with retroreflective delineation as required for temporary barriers on BC(7)-07.

#### WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall be not less than 32 inches in height.

### VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS SEPARATING TWO-WAY TRAFFIC (Typical application)



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD, except when the OTLD must be spaced closer to accommodate an intersection. Spacing between the OTLD shall not exceed 500 feet.

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## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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### TYPE III BARRICADES

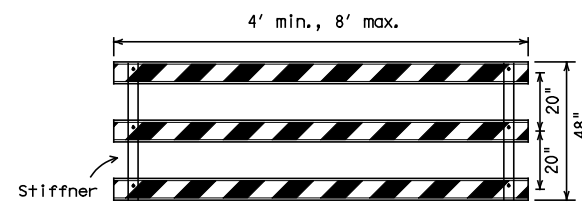
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

#### TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



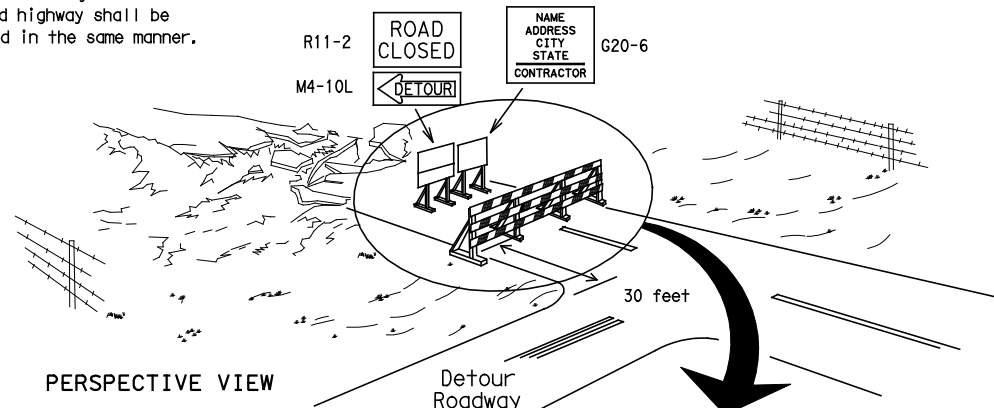
#### TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

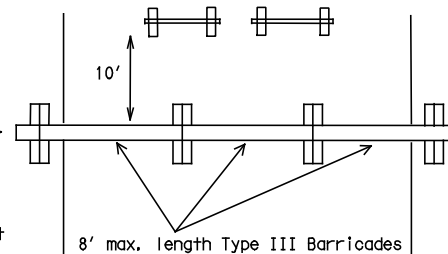
### TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

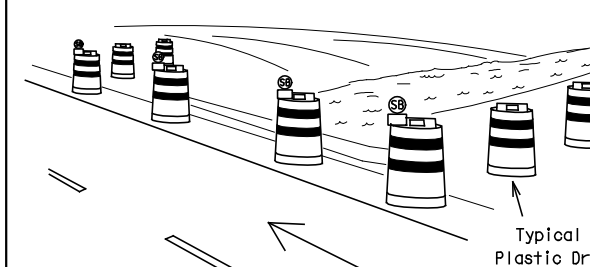
The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



PLAN VIEW

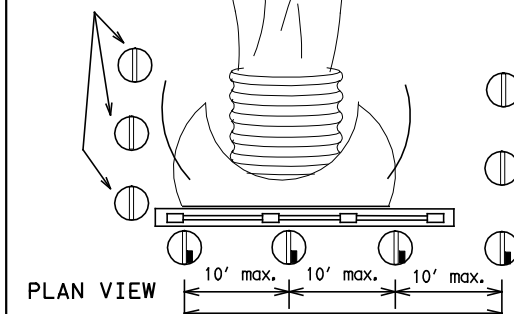
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

### CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

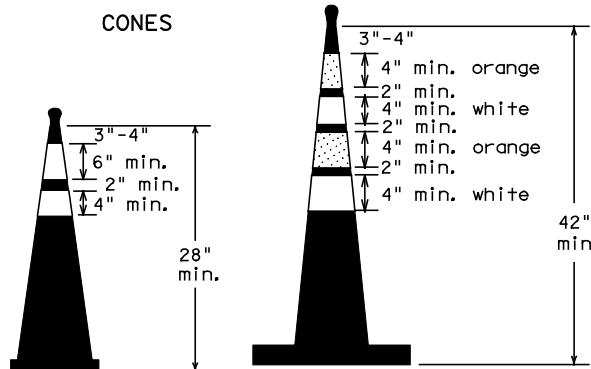
1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

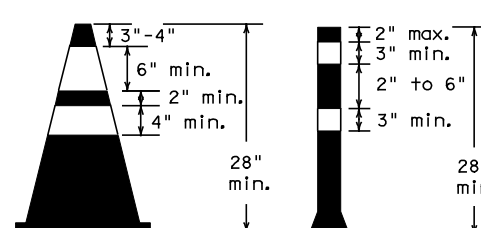
#### Legend

- Plastic drum
- Plastic drum with steady burn light or yellow warning reflector
- Steady burn warning light or yellow warning reflector

### CONES



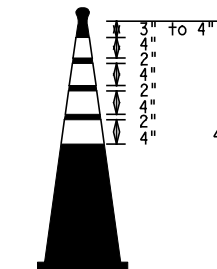
Two-Piece cones



Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

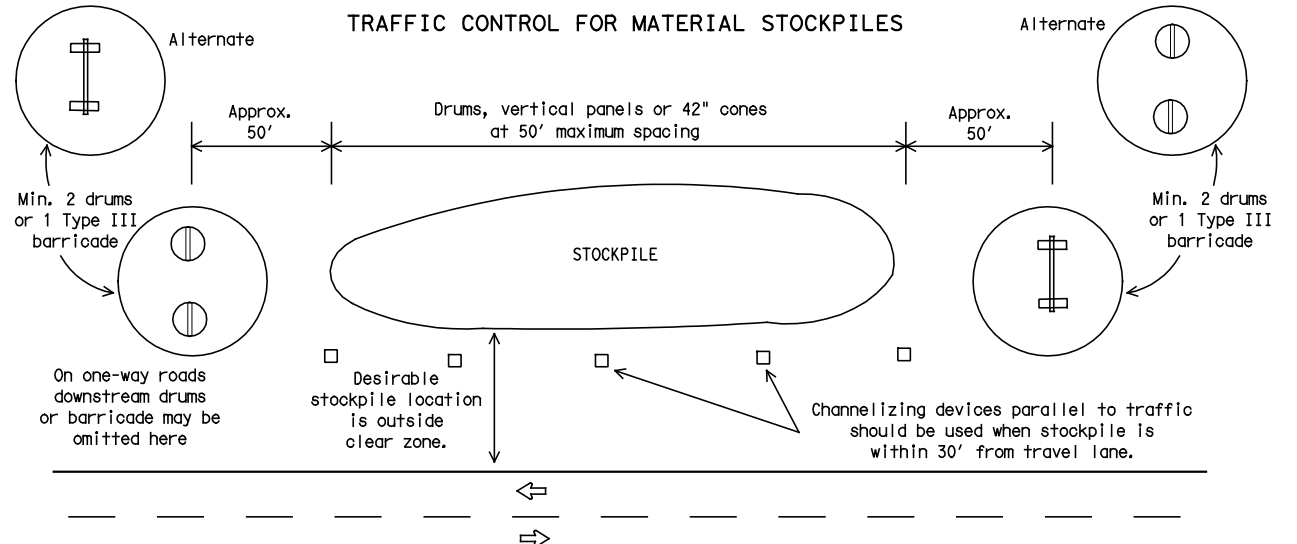
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.



EDGE LINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

### TRAFFIC CONTROL FOR MATERIAL STOCKPILES



1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.

Texas Department of Transportation  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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BC(10)-07

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		DIST	COUNTY	SHEET NO.
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## WORK ZONE PAVEMENT MARKINGS

### GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

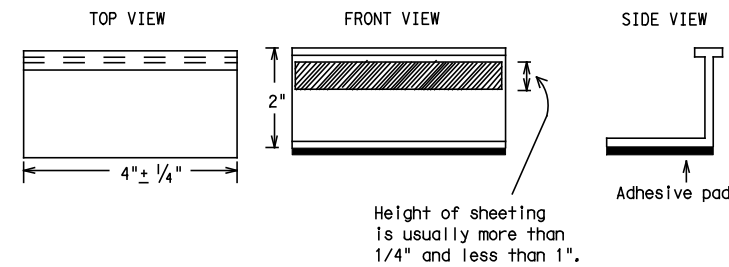
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than two weeks, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
 TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
 TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

## Raised Pavement Markers used as Guidemarks

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.


Guidemarks shall be designated as:

- YELLOW - (two amber reflective surfaces with yellow body).
- WHITE - (one silver reflective surface with white body).

### DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



Texas Department of Transportation  
Traffic Operations Division

# BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

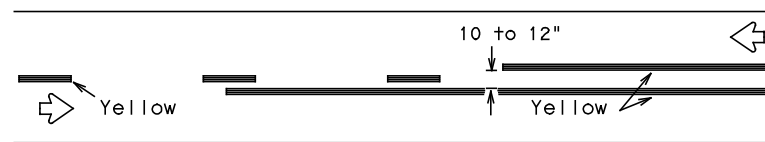
11 of 12 BC(11)-07

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11-02		DIST	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		27

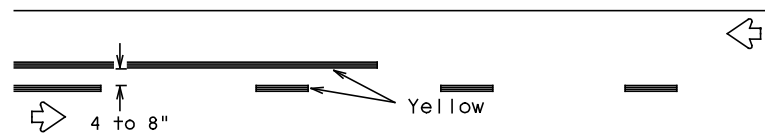
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## PAVEMENT MARKING PATTERNS

### CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS

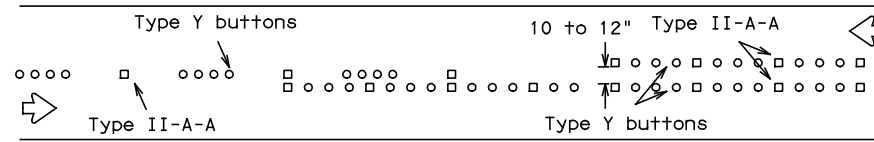


REFLECTORIZED PAVEMENT MARKINGS - PATTERN A

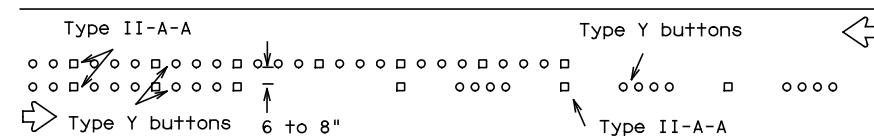


REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

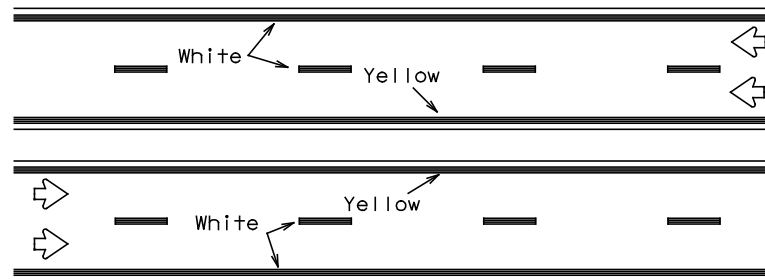


RAISED PAVEMENT MARKERS - PATTERN A



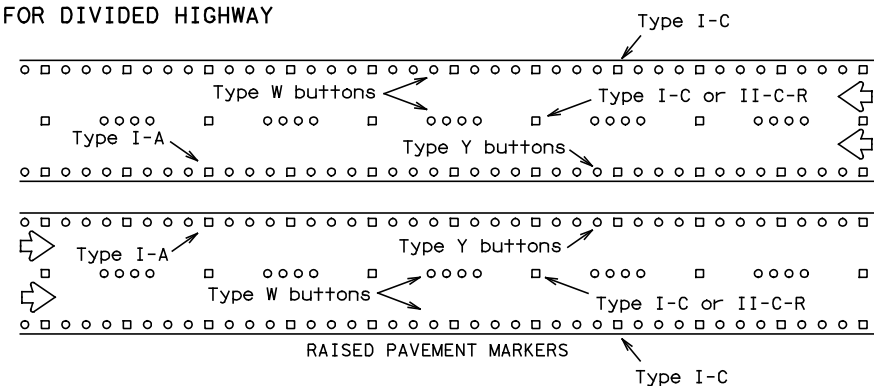
RAISED PAVEMENT MARKERS - PATTERN B

### EDGE & LANE LINES FOR DIVIDED HIGHWAY



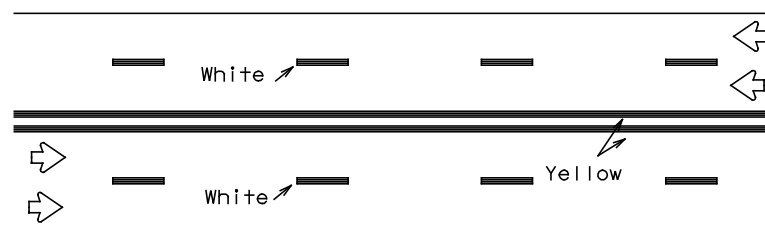
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



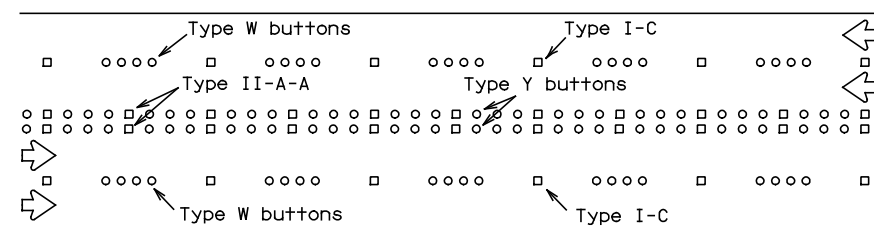
RAISED PAVEMENT MARKERS

### LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



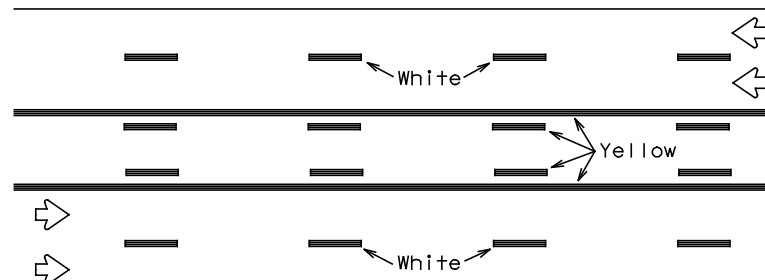
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



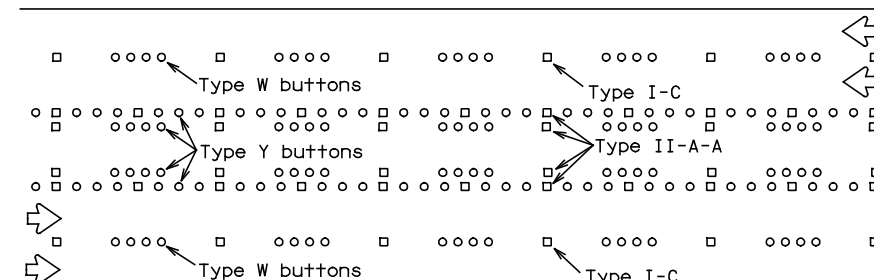
RAISED PAVEMENT MARKERS

### TWO-WAY LEFT TURN LANE



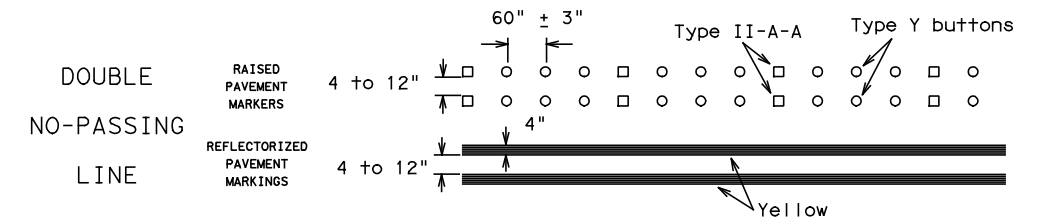
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.

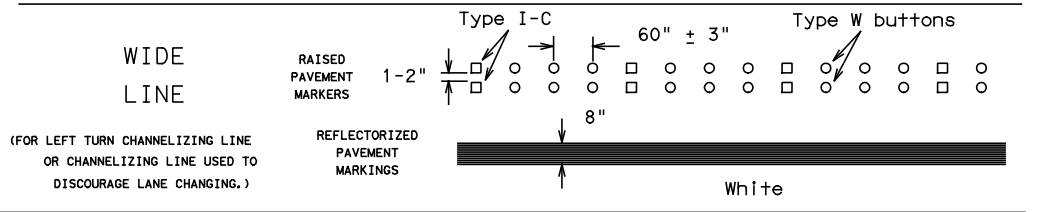
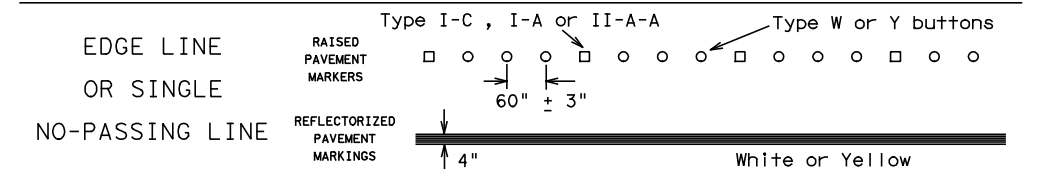


RAISED PAVEMENT MARKERS

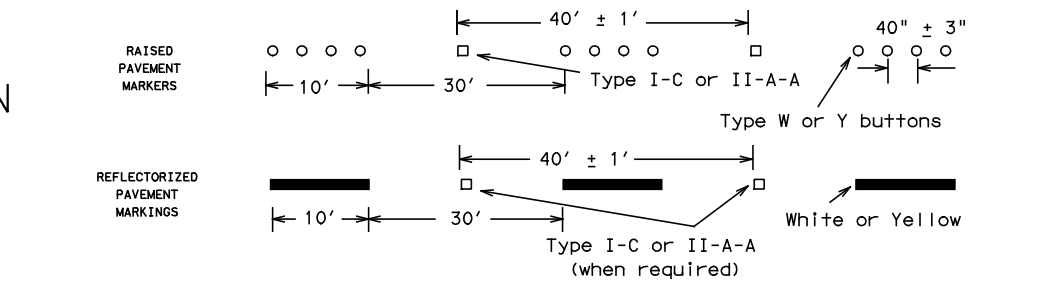
## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



### SOLID LINES

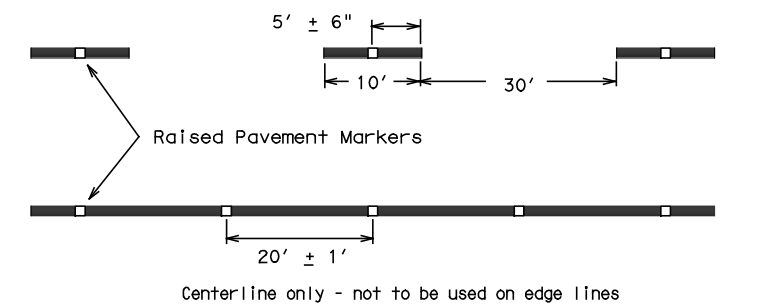


### BROKEN LINE (FOR CENTER LINE OR LANE LINE.)



### REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

**Texas Department of Transportation**  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

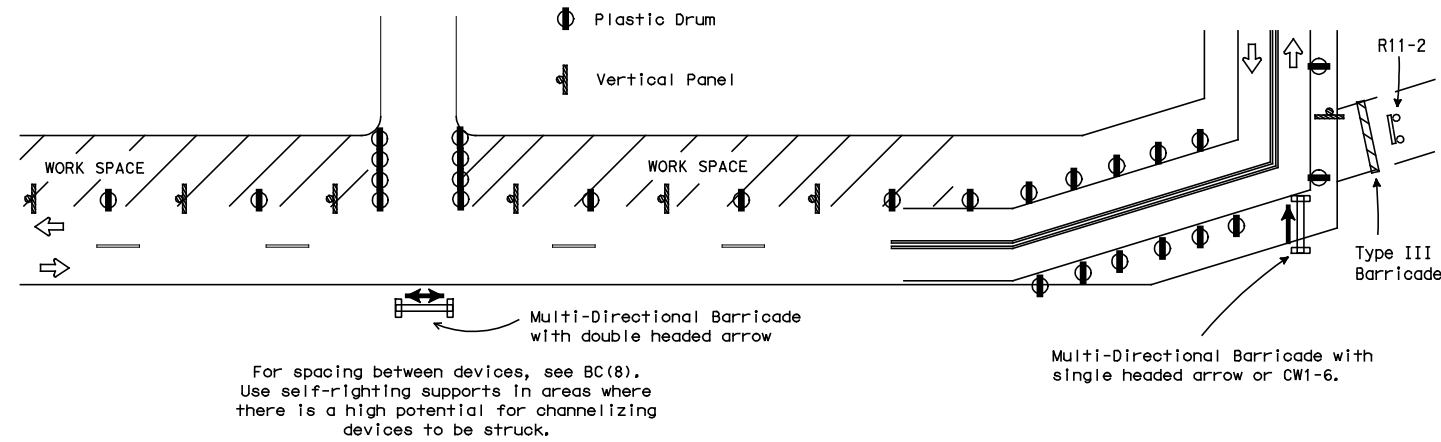
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1-97	REVISIONS	CONT	SECT	JOB	HIGHWAY
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11-02		DIST	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		28

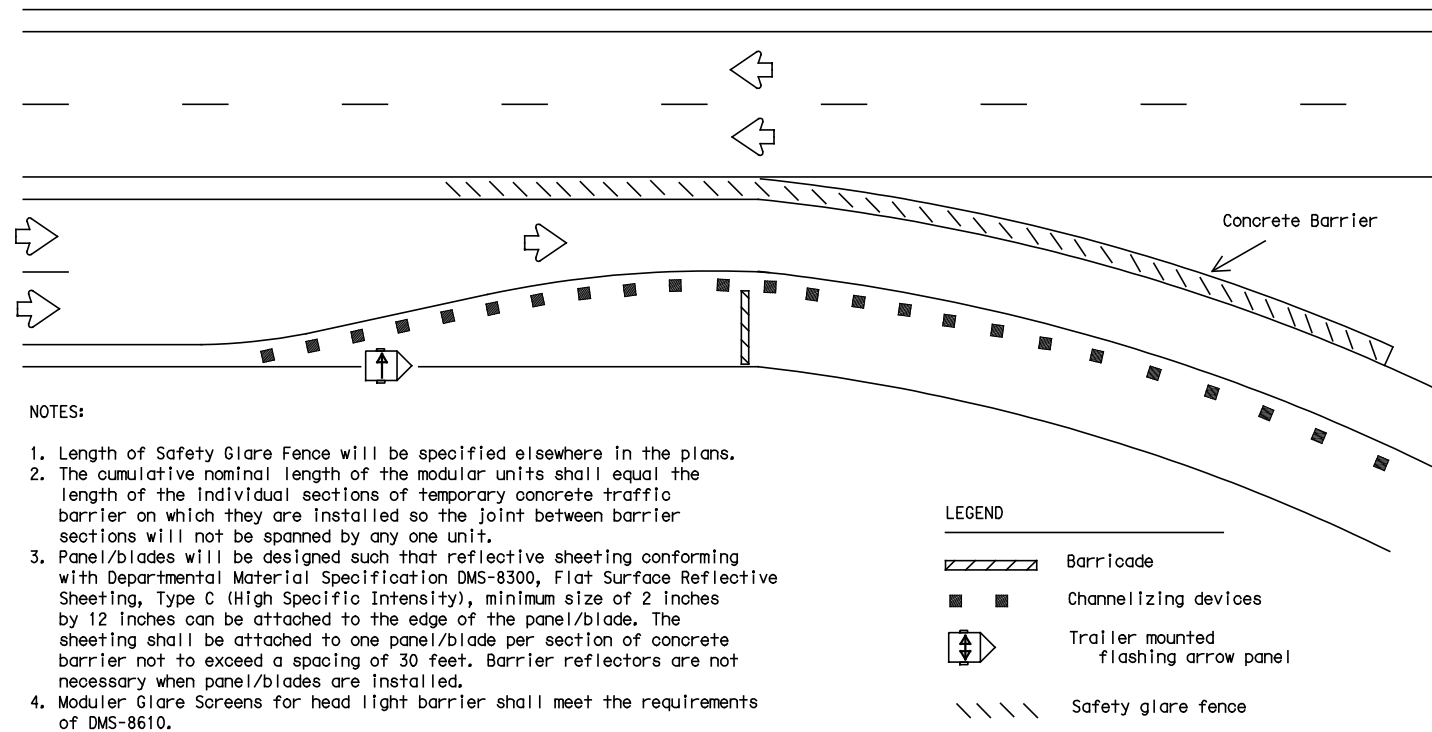
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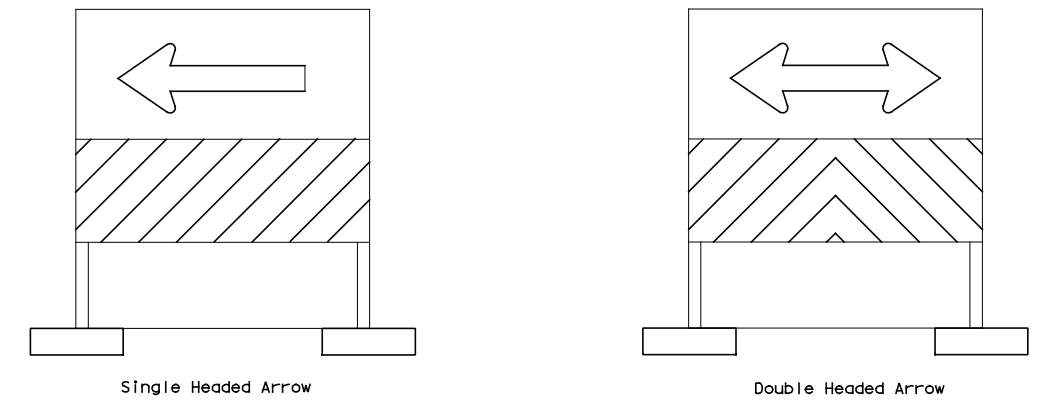
### CHANNELIZING DEVICES FOR URBAN ROADWAY TYPE PROJECT



### BARRIER DELINEATION WITH SAFETY GLARE FENCE

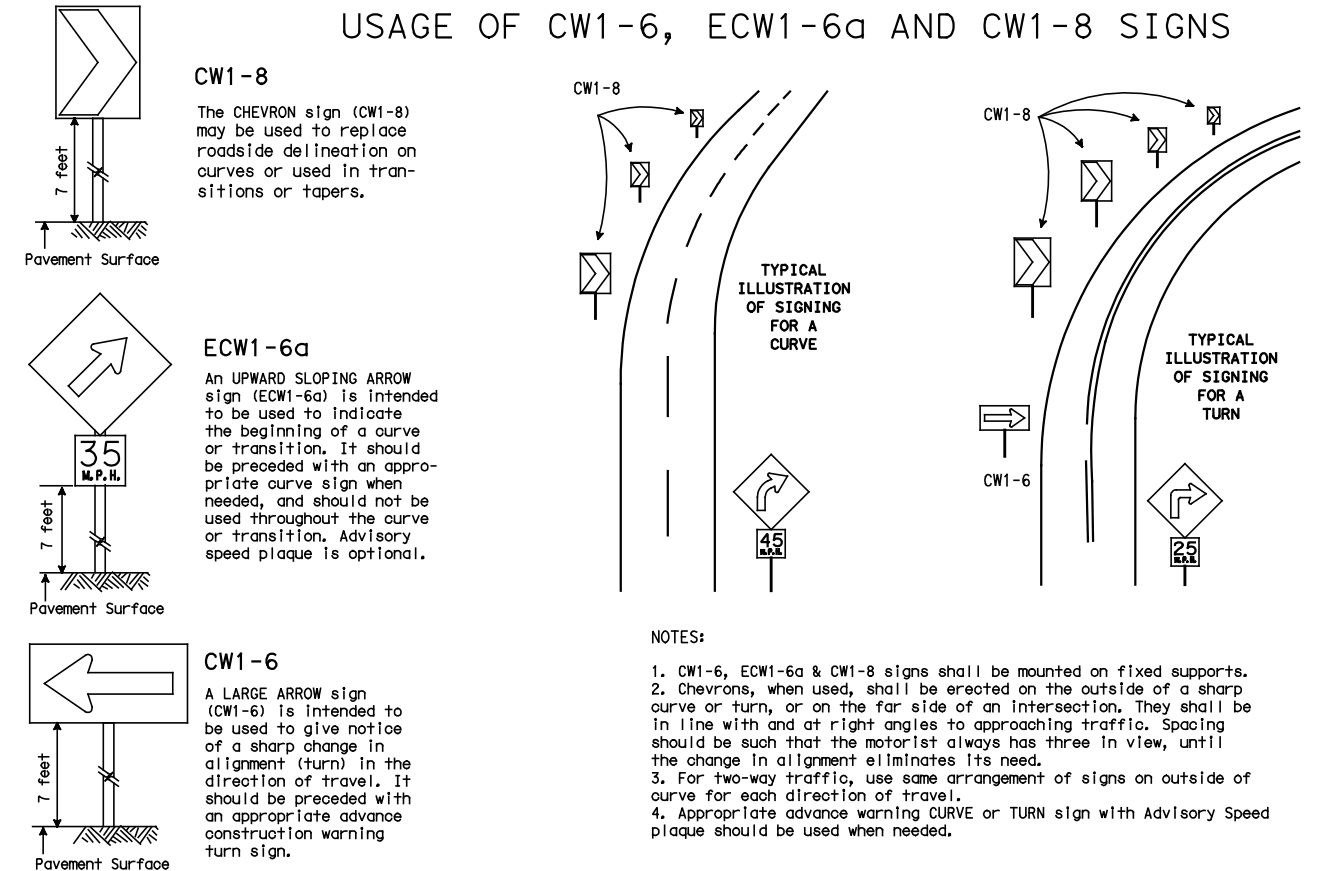


### MULTI-DIRECTIONAL BARRICADE



- Multi-directional barricade shall not be used for lane closures.
- May be used for sharp changes in alignment, or across roadway from stem of "T" Intersection.
- Typically used for Intermediate Term Stationary, Short Term Stationary or Short Duration work zone operations.
- See the CWZTCD List for approved designs.

### USAGE OF CW1-6, ECW1-6a AND CW1-8 SIGNS



Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.

PREQUALIFICATION PROCEDURES ARE OBTAINED FROM:  
 CONSTRUCTION DIVISION-MATERIALS AND TESTS SECTION  
 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)  
 125 EAST 11th STREET  
 AUSTIN, TX 78701-2483

DEPARTMENTAL MATERIAL SPECIFICATIONS

FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULER GLARE SCREENS	DMS-8610

COLOR	USAGE	SIGN SHEETING
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

REFER TO THE BC SHEETS FOR SHEETING REQUIREMENT ON CHANNELIZING DEVICES.

The five categories of work duration and their time at a location shall be:

- Long-term stationary is work that occupies a location more than 3 days.
- Intermediate-term stationary is work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.
- Short-term stationary is daytime work that occupies a location for more than 1 hour, but less than 12 hours.
- Short duration is work that occupies a location up to 1 hour.
- Mobile is work that moves intermittently or continuously.

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 Traffic Operations Division

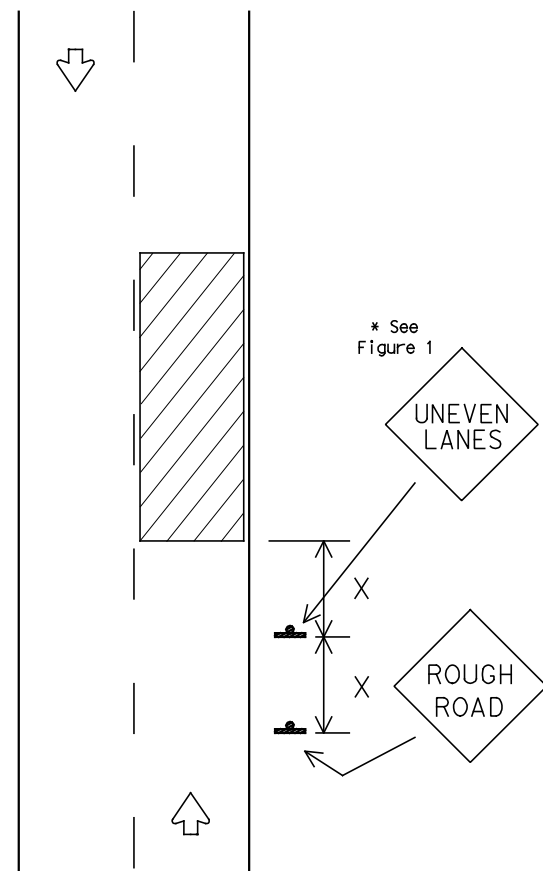
### TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ (TD) -03

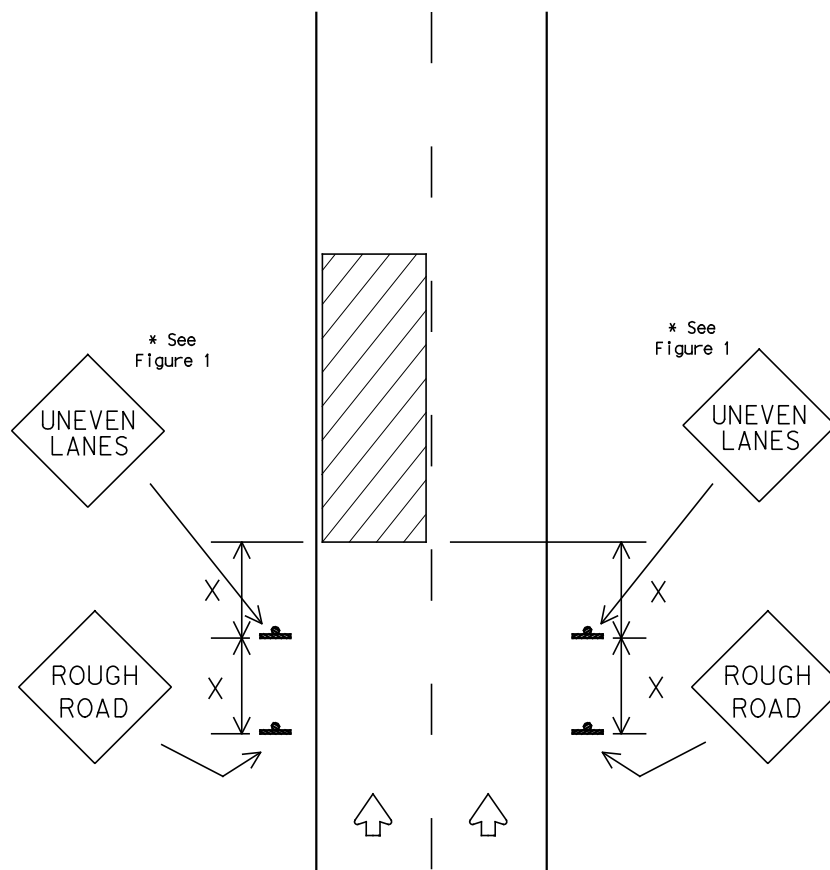
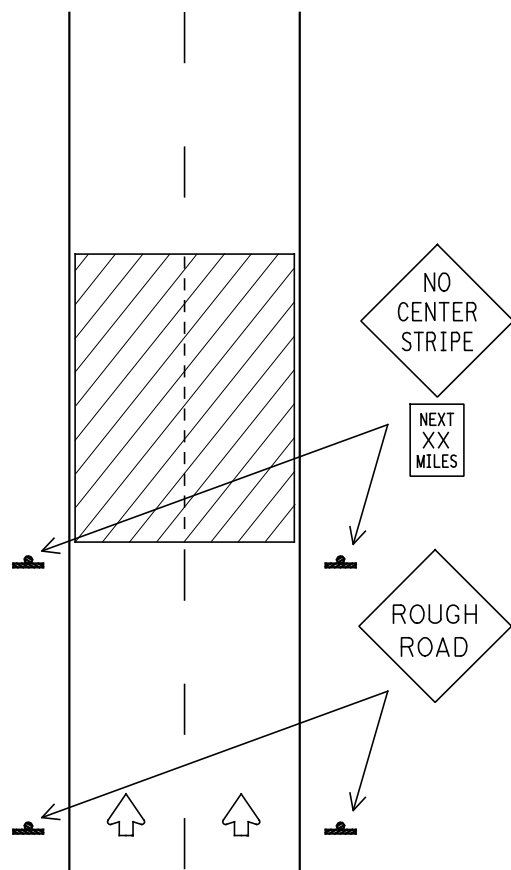
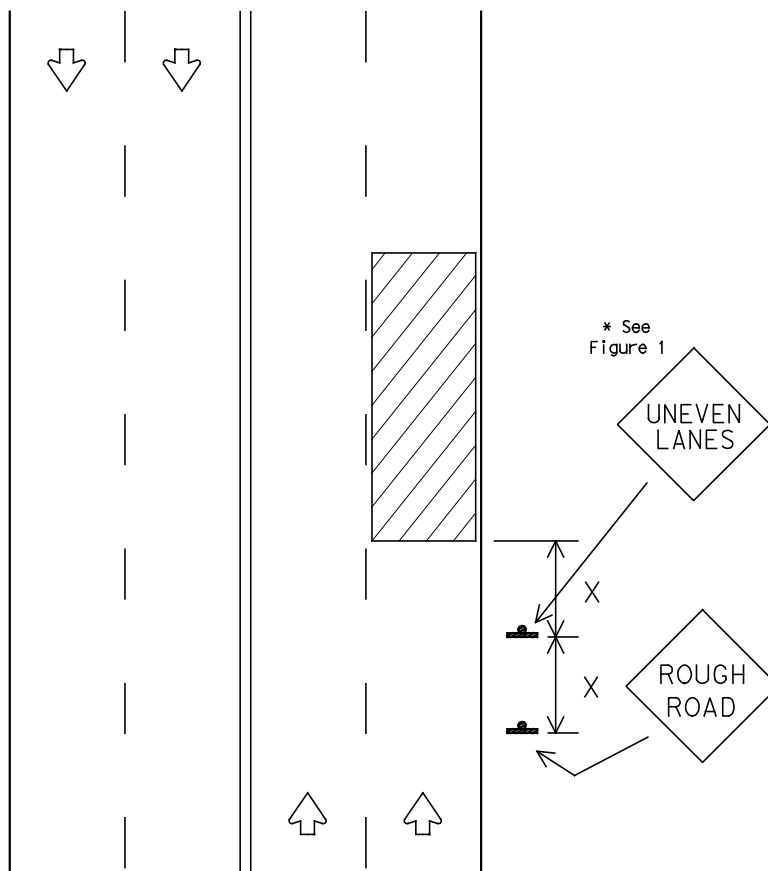
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Signing shown for one direction.



DEPARTMENTAL MATERIAL SPECIFICATIONS		
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
PREFABRICATED PAVEMENT MARKINGS-PERMANENT		DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE		DMS-8241
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE DECAL SHEETING

GENERAL NOTES:

1. If spalling or holes occur, ROUGH ROAD signs should be placed in advance of the condition and may be repeated throughout the project.
2. UNEVEN LANES sign (CW8-11) should be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES sign (CW21-16) or Advisory Speed sign (CW13-1).
3. NO CENTER STRIPE signs (CW8-12) should be installed if centerlines or lane lines are obscured or obliterated. The signs should remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. When operations are completed and final surface treatment will not be applied as part of this project, advance signs shall be left in place and become the property of the State. These signs shall be installed on approved permanent sign supports as per TxDOT standards. Additional signs may be required as directed by the Engineer. Minimum mounting height of signs is 7 feet. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to the item "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Pavement markings shall be replaced as operations proceed.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

FIGURE 1		
Edge Condition	Edge Height (D)	Warning Devices
	less than or equal to 1"	Signs: ECW8-8
	greater than 1" to: 1/4" (maximum-planing) 1/2" (typical-overlay)	Signs: CW8-11, ECW8-8
Distance "D" may be a maximum of 1/4" for planing operations and 2" for overlay operations if uneven lanes are open to traffic after work operations cease.		

"X" distance - See Note 4 on this page.

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 Traffic Operations Division

SIGNING FOR UNEVEN LANES

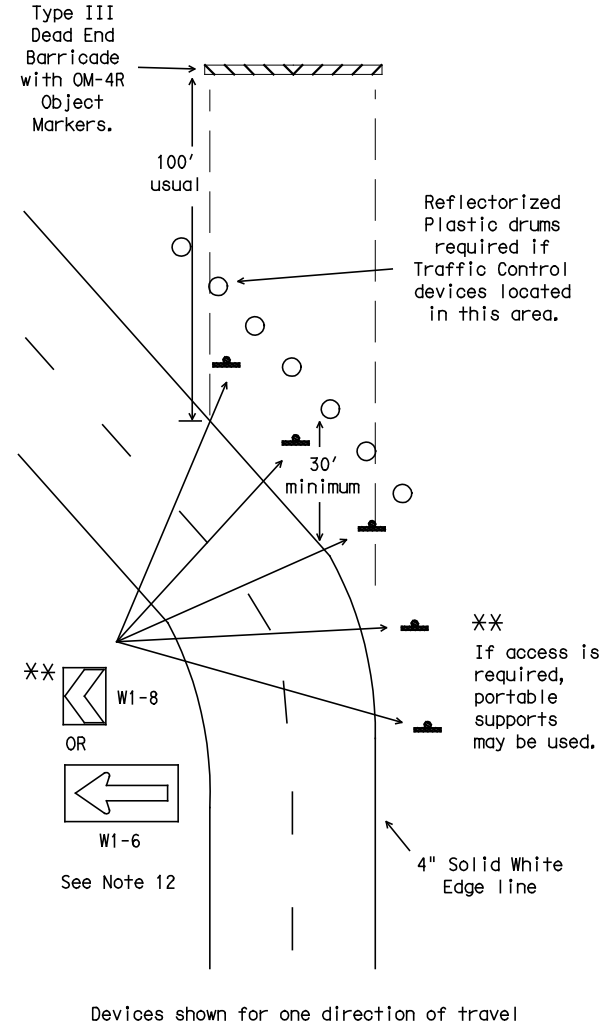
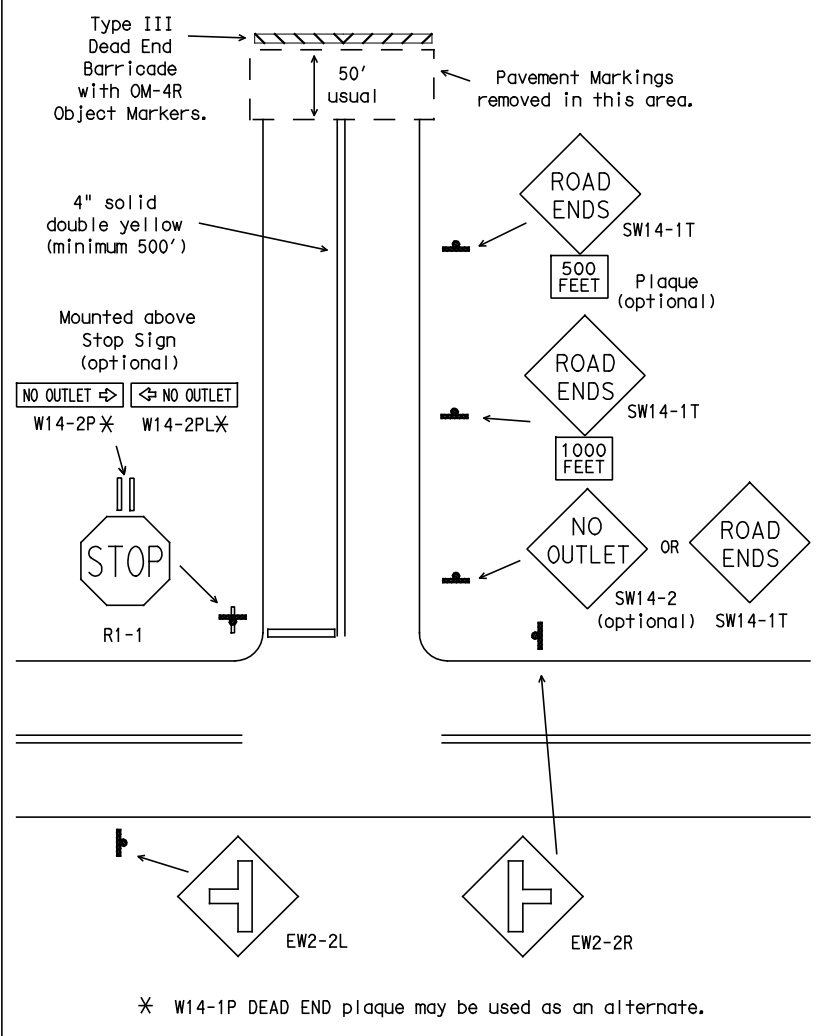
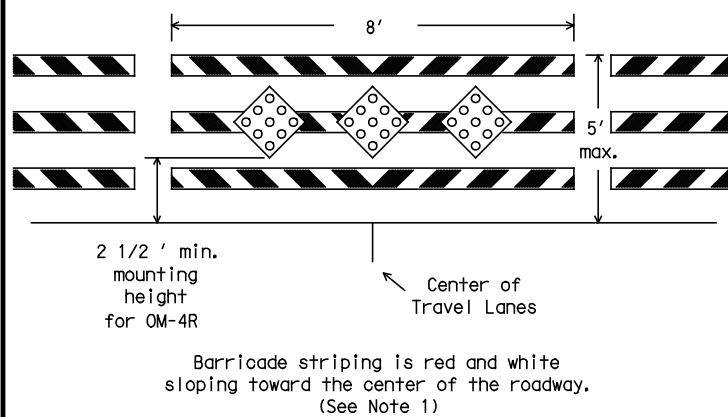
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TYPICAL DEAD END BARRICADE INSTALLATION



DEPARTMENTAL MATERIAL SPECIFICATIONS

PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN HARDWARE	DMS-7120
WINGED CHANNEL POSTS	DMS-7130
FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING	DMS-8320
DELINEATORS AND OBJECT MARKERS	DMS-8600

COLOR	USAGE	SHEETING MATERIAL
RED	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
YELLOW	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

- GENERAL NOTES:
- Barricade striping shall be red and white reflective sheeting for all permanent road closures. Orange and white reflective sheeting may be substituted for locations where duration of road closure is expected to be 18 months or less, or when approved by the Engineer. Red and orange reflective sheeting shall not be combined on barricades or locations.
  - Barricades shall be designed and constructed to Compliant Work Zone Traffic Control Device List (CWZTCD) standards in a first-class workmanship manner of clean sound material. Components made of lumber shall be painted with a minimum of two coats of white paint to ensure thorough coverage and a uniform white color. Barricade striping material shall meet the color and retroreflective requirements of Departmental Material Specification DMS-8300, Type C.
  - Post type breakaway supports shall be used as barricade supports. Barricades may be fabricated with "skid" supports if approved by the Engineer. Skid supports should be anchored using sand bags to prevent movement. For construction details of post (fixed Type III barricades) see CWZTCD list Part D.2.f. The dead end road barricades may also be anchored to the pavement using the bolt down median anchor manufactured by Universal Anchor System shown on SMD(FRP). The barricades shall be built using FRP posts and approved rails as shown on the CWZTCD List.
  - Barricades shall not be placed parallel to traffic unless a minimum adequate clear zone of 30 feet from edge of travel lane is provided.
  - A minimum of one 8-foot wide barricade and three OM-4R object markers shall be required for all locations. Barricades shall extend across all travel lanes and shoulders if shoulders are present. Barricades may be extended to the ROW as directed by Engineer.
  - Stockpiled materials shall not be placed on traffic side of barricades.
  - OM-4 object markers shall be mounted to the middle rail using two 1/2" through bolts with flat washers and lock washers.
  - OM-4 object markers shall be constructed of 0.063 aluminum and shall meet the color and reflective requirements of DMS-8300 Type C and DMS-8600.
  - Plastic drums shall meet the requirements as listed on the CWZTCD list or the BC Standards. Plastic drums may be anchored with adhesive to prevent movement.
  - All signs and chevrons shall be installed with hardware and support at the minimum mounting height in accordance with the SMD and BC Standards. Signs shall be mounted at a 7 foot minimum height. Signs shall not be attached to barricades.
  - Motorists should be able to see at least three chevron signs as they approach the curve and as they drive through the curve from either direction.
  - Delineation devices such as the chevron or large arrow signs shall only be placed on the outside portion of a curve.

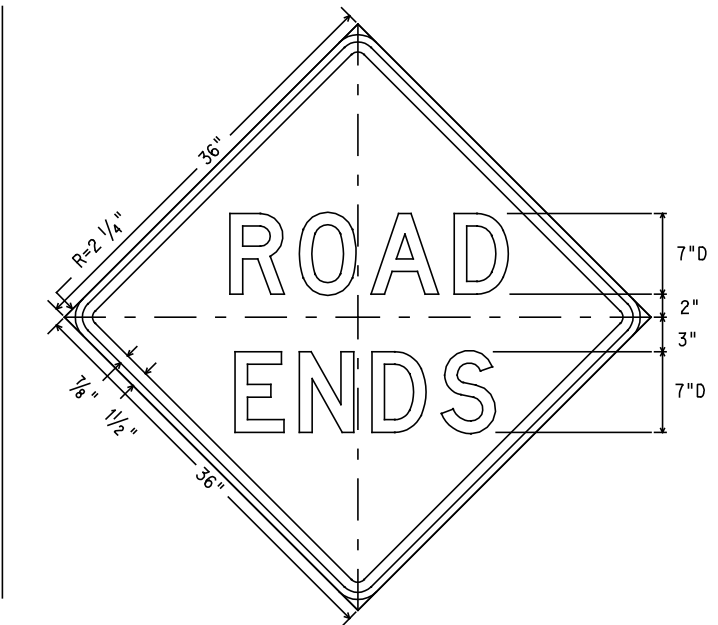
- GENERAL NOTE FOR SIGNS:
- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" (TMUTCD), latest edition, and any approved changes thereto.
  - Lateral spacing of text shall provide a balanced appearance.
  - All materials shall conform to Departmental Material Specifications.
  - Legend shall be black and applied by screening process, cut-out vinyl non-reflective sheeting or combination thereof.
  - Sign blanks shall be any material that meets the DMS requirements for permanent sign substrates.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.



SW14-1T  
 36" X 36"  
 Letters - Black  
 Border - Black  
 Background - Yellow Refl.

Texas Department of Transportation  
 Traffic Operations Division

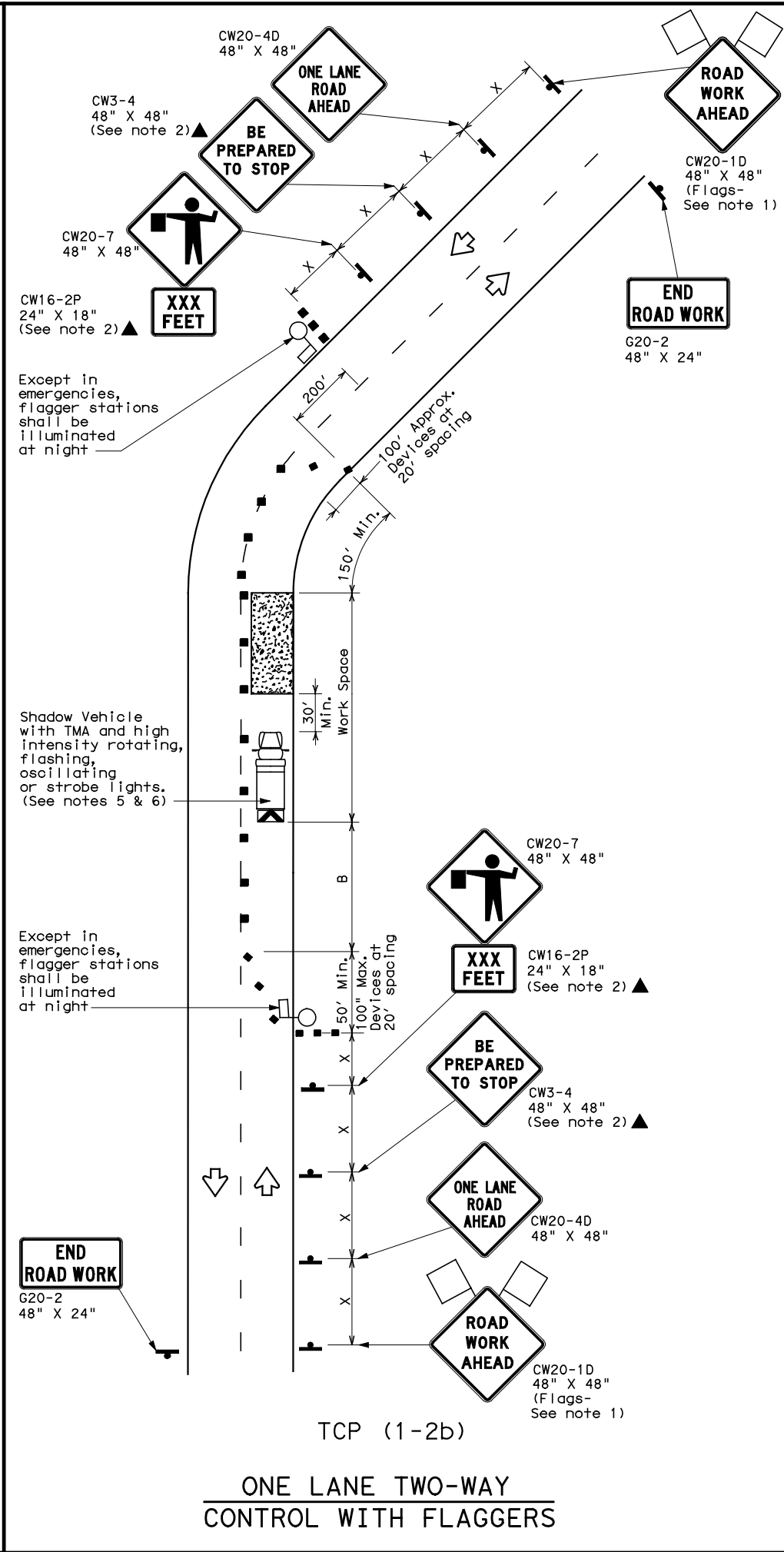
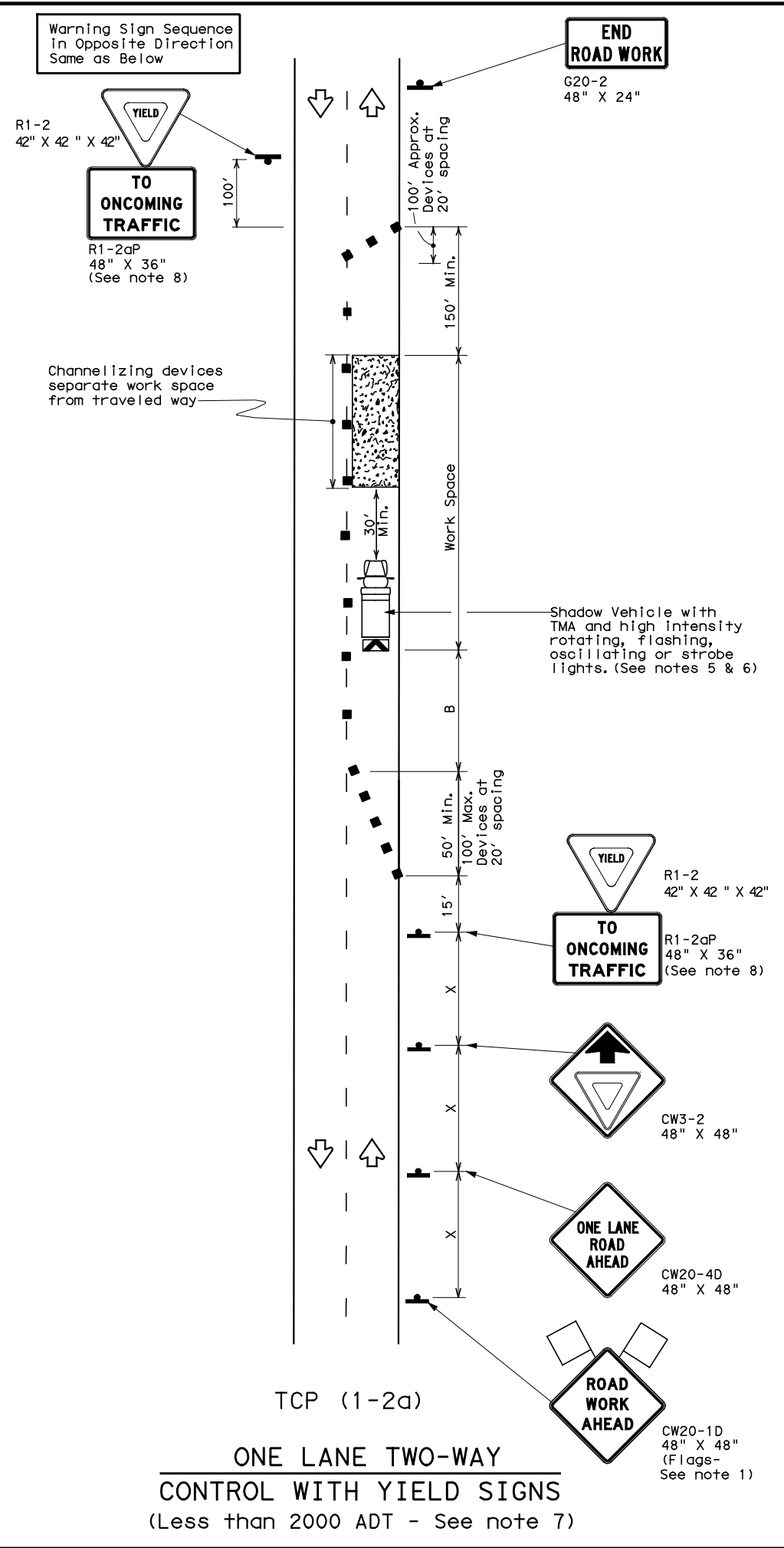
WORK ZONE  
 DEAD END  
 ROADWAY DETAILS

WZ (DERD) -03

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1-97	REVISIONS	CONT	SECT	JOB	HIGHWAY
2-98		3C	1080	103	BERNAL
4-98		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		31

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**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

**TYPICAL USAGE**

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓		

**GENERAL NOTES**

- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
  - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
  - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
  - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.



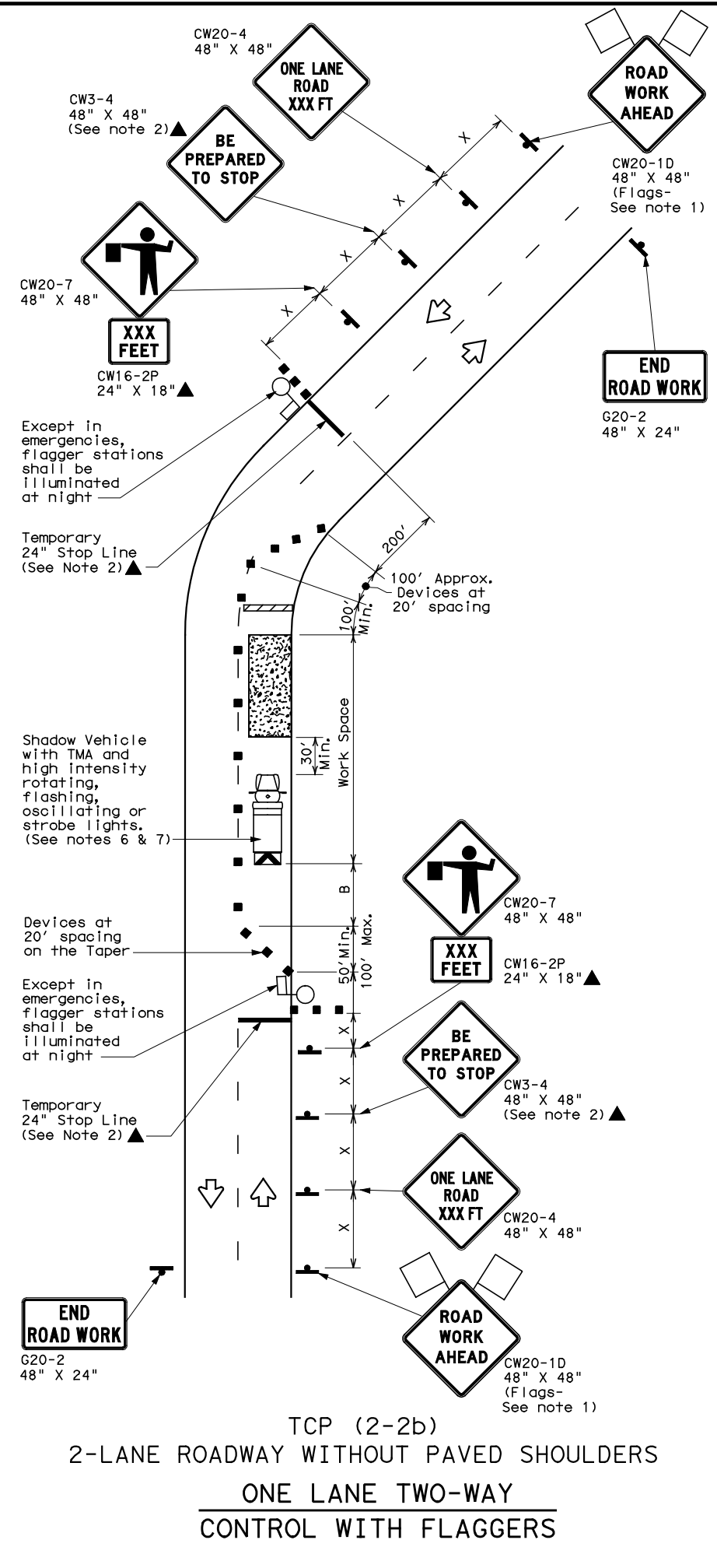
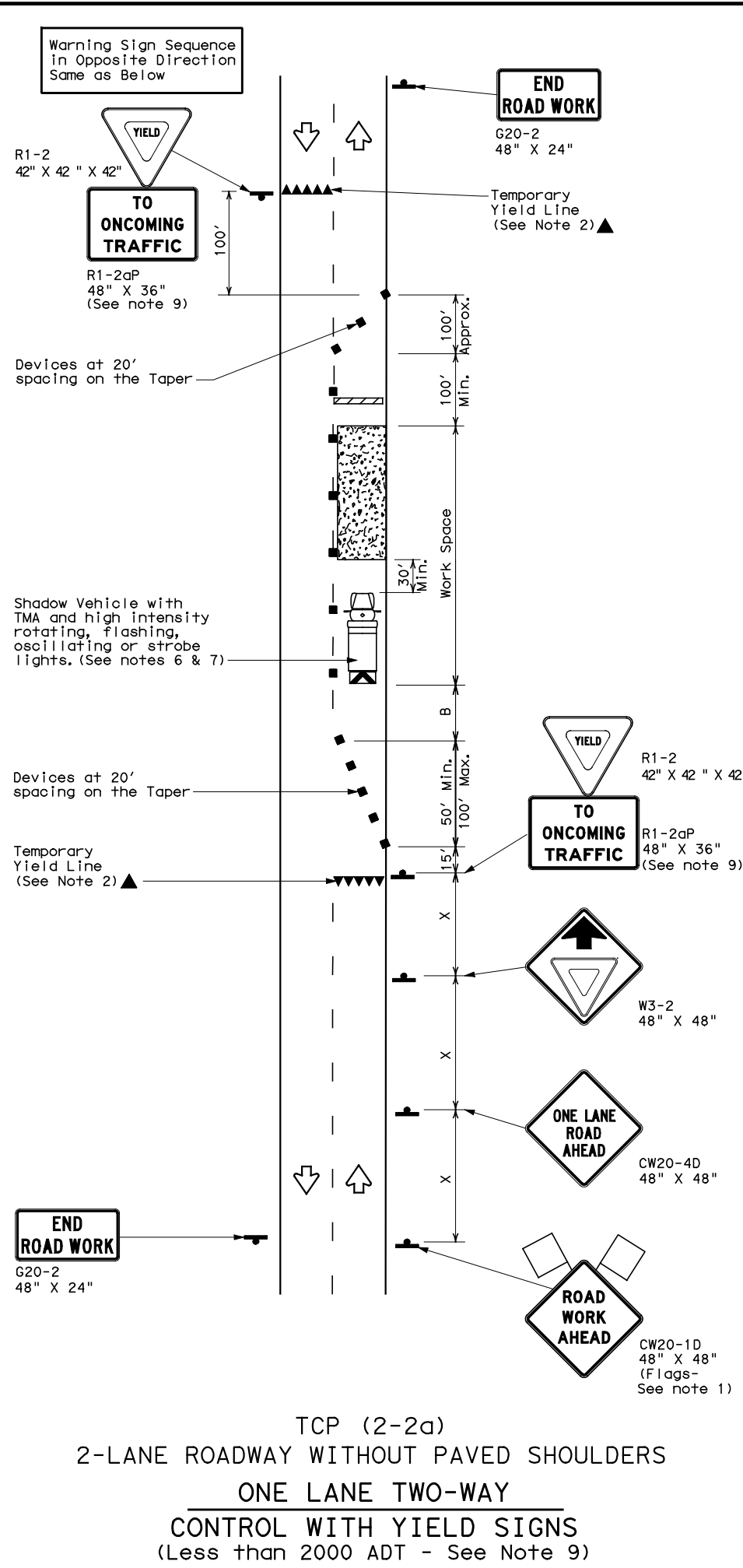
**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

TCP (1-2) - 12

© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISONS		CONT	SECT	JOB	HIGHWAY
4-90	2-12	3C	080	103	BERNAL
2-94		DIST	COUNTY		SHEET NO.
1-97		PHR	HIDALGO		32
4-98					

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**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
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45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
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65		650'	715'	780'	65'	130'	700'	410'	645'
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75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

**GENERAL NOTES**

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

**TCP (2-2a)**

- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
- The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

**TCP (2-2b)**

- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

**Texas Department of Transportation**  
 Traffic Operations Division

**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

**TCP (2-2) - 12**

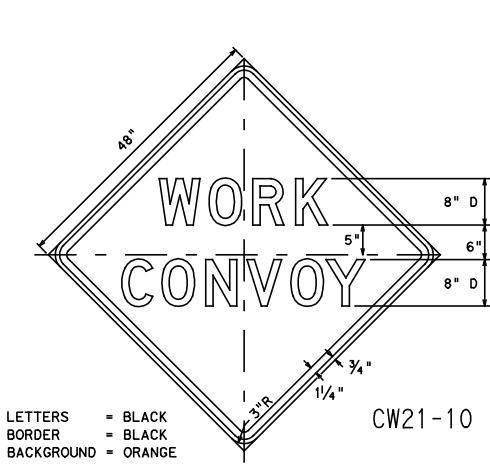
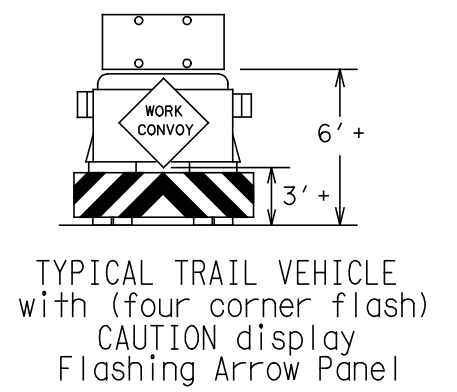
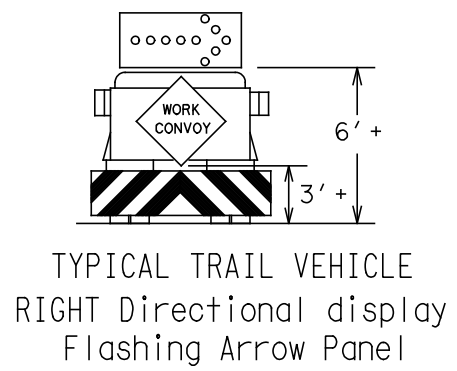
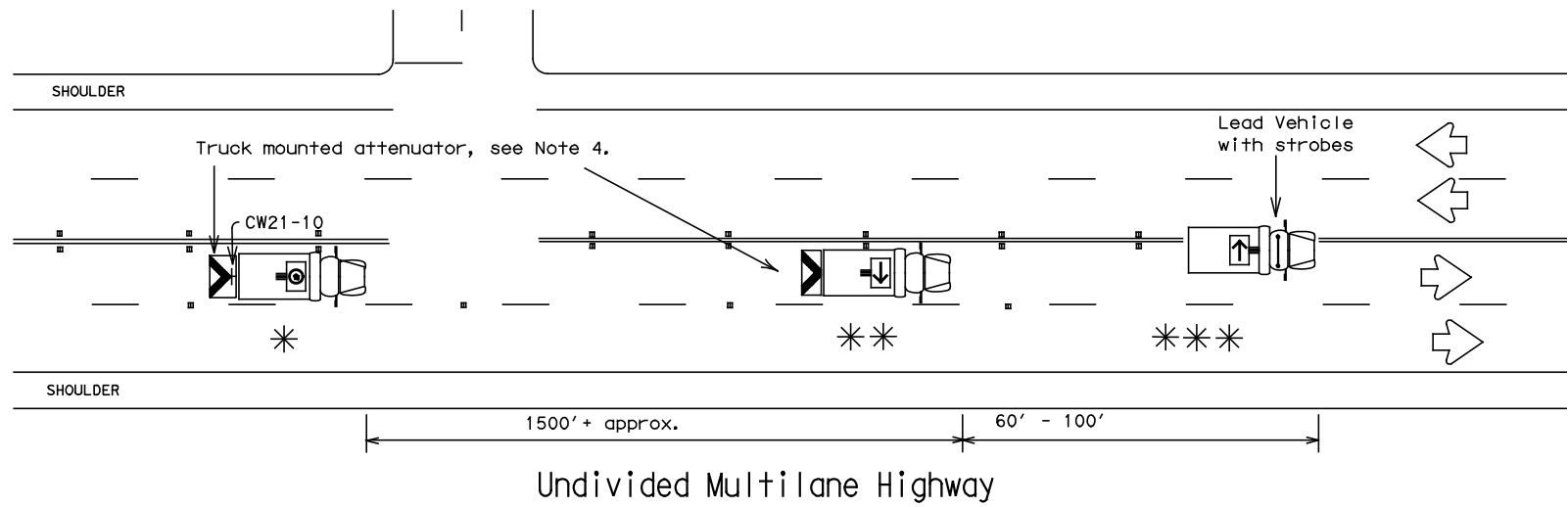
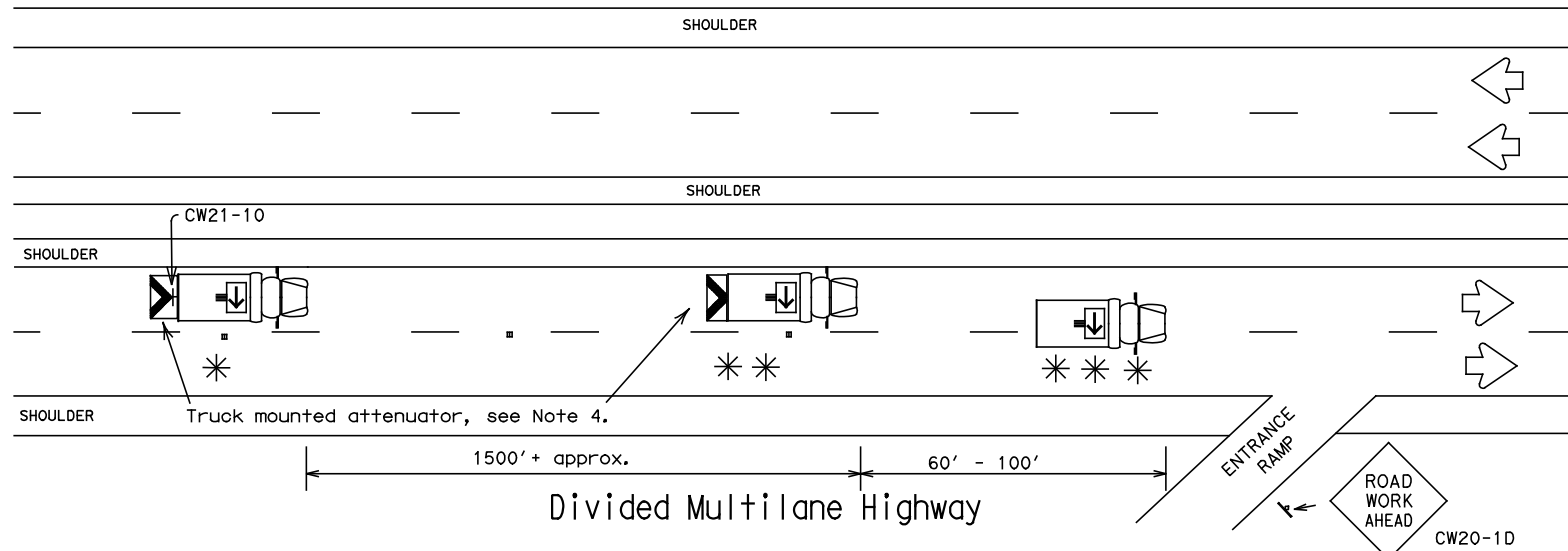
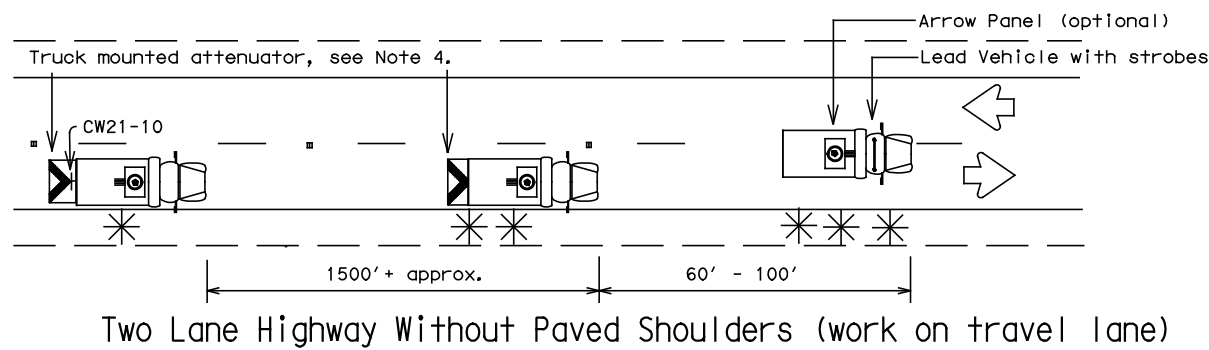
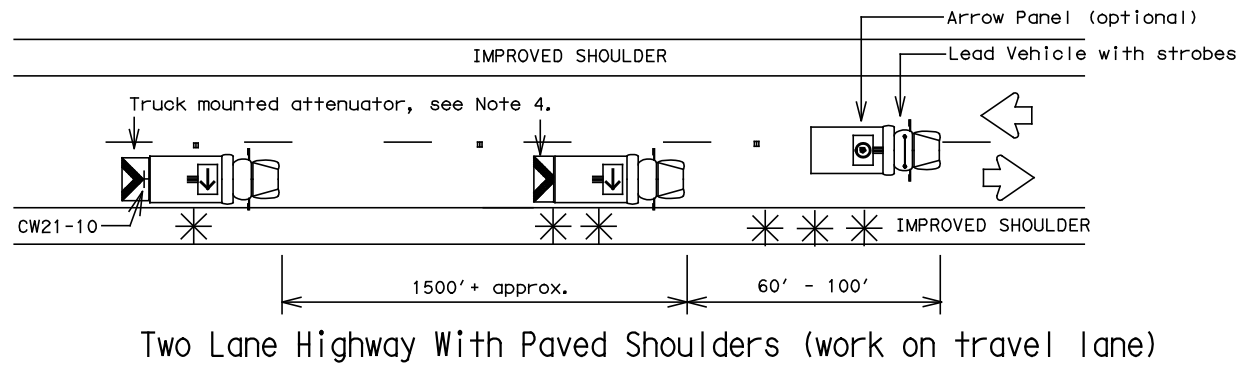
© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
8-95	2-12	3C	1080	103	BERNAL
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		33
3-03					

162

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DISCLAIMER:

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- Legend:**
- \* TRAIL VEHICLE
  - \*\* SHADOW VEHICLE
  - \*\*\* WORK VEHICLE
  - Truck mounted attenuator
  - HEAVY WORK VEHICLE
- Arrow Panel Displays**
- RIGHT Directional
  - LEFT Directional
  - RIGHT or LEFT Directional
  - CAUTION mode

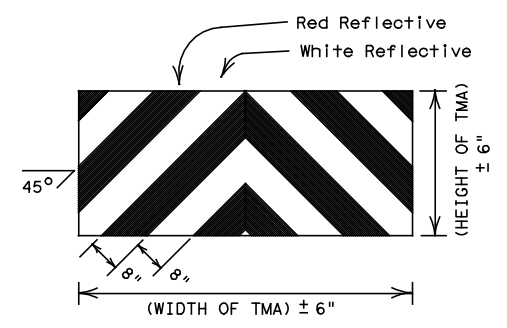
**GENERAL NOTES:**

1. TRAIL, SHADOW, LEAD, and work vehicles shall be equipped with arrow panels as illustrated. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
3. The use of yellow rotating beacons or strobe lights on vehicles are required unless otherwise stated elsewhere in the plans.
4. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and the TRAIL VEHICLE are required.
5. Optional striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION D-9-8300, TYPE C.
6. Flashing Arrow Panels shall be Type B or Type C as per BC Standards. The panel operation shall be controlled from inside the vehicle.
7. Each vehicle shall have two-way radio communication capability.
8. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
9. Vehicle spacing between TRAIL VEHICLE and SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

Shadow and trail vehicle shall be equipped with Truck Mounted Attenuator.



OPTIONAL STRIPING FOR TMA

STRIPING FOR TMA WILL BE REQUIRED ON ALL PROJECTS AWARDED AFTER JANUARY 1, 2000

Texas Department of Transportation  
 Traffic Operations Division

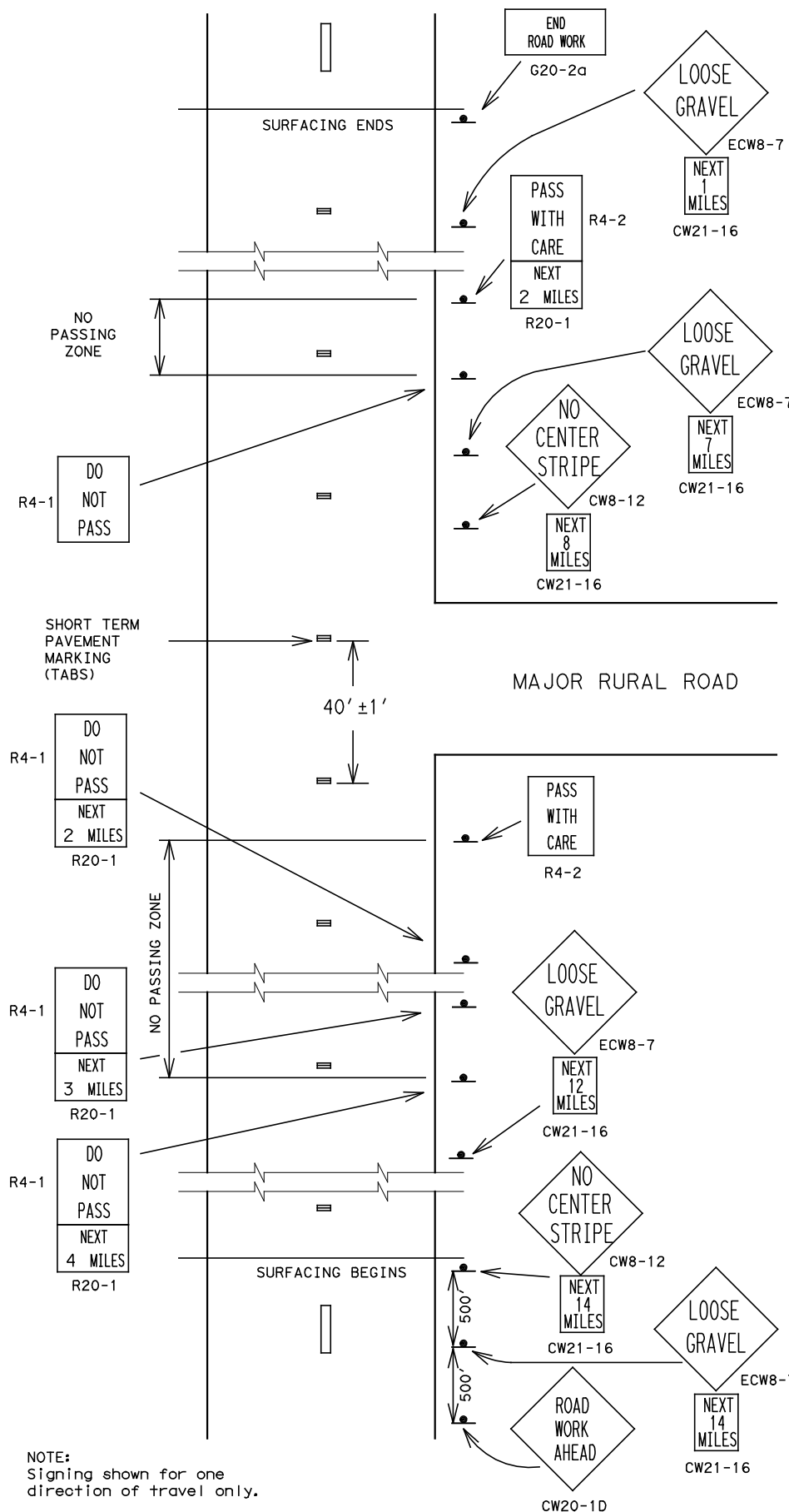
**TRAFFIC CONTROL PLAN  
 MOBILE OPERATIONS  
 RAISED PAVEMENT  
 MARKER INSTALLATION**

TCP (3-3) -98

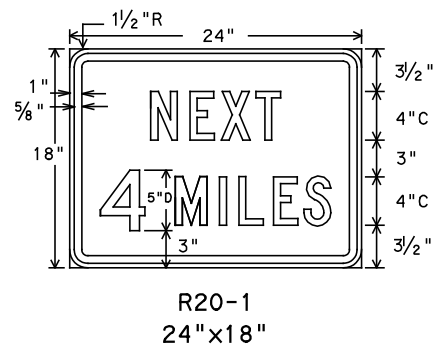
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8-95	3C	1080	103	BERNAL	
1-97	DIST	COUNTY		SHEET NO.	
4-98	PHR	HIDALGO		34	

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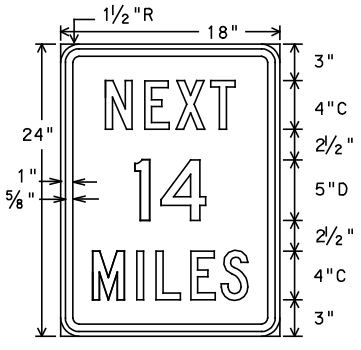


NOTE: Signing shown for one direction of travel only.



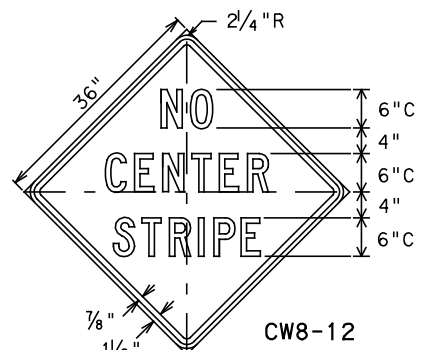
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FOR USE WITH REGULATORY SIGNS ONLY

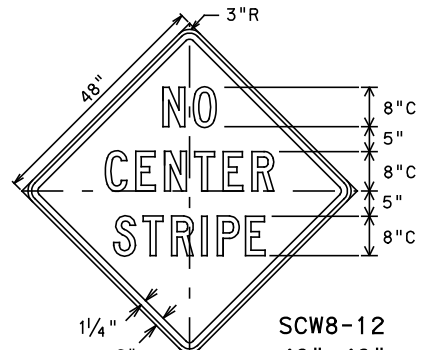


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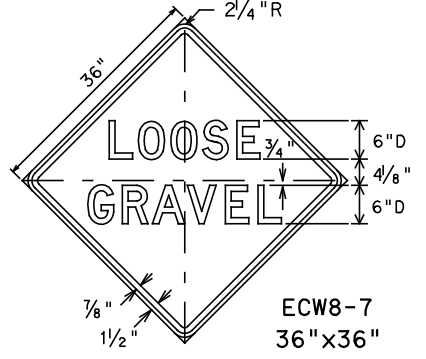
FOR USE WITH CONSTRUCTION WARNING SIGNS ONLY



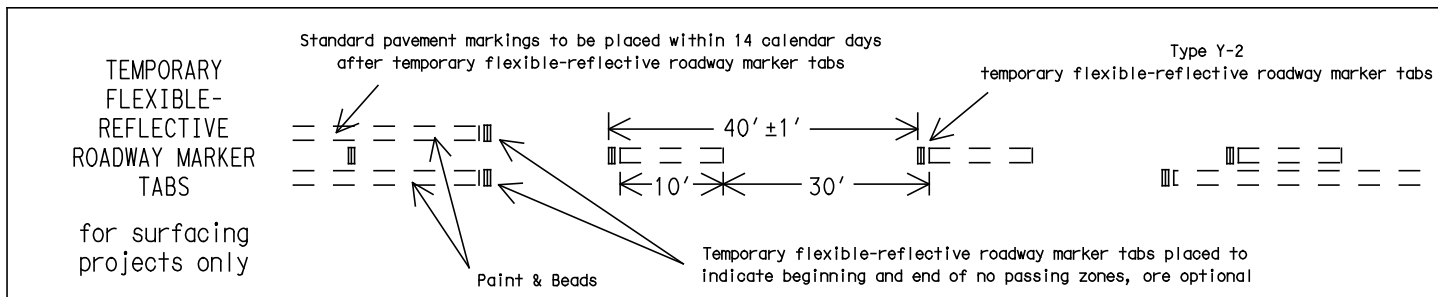
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 Border - Black  
 Background - Orange Refl.



Legend - Black  
 Border - Black  
 Background - Orange Refl.



Legend - Black  
 Border - Black  
 Background - Orange Refl.



GENERAL NOTES

The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where the surfacing operation has covered or obliterated existing pavement markings. These traffic control devices are to be used to supplement those required by BC Standards.

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

Prior to the beginning of construction, all currently striped no-passing zones should be signed with the DO NOT PASS sign (R4-1) and PASS WITH CARE sign (R4-2) placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined and signed as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES sign (R20-1) may be used at the beginning of such zones. The DO NOT PASS and NEXT XX MILES signs should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of a no-passing zone may be signed with a PASS WITH CARE and NEXT XX MILES sign.

Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshields and lights. The DO NOT PASS and NEXT XX MILES sign should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with existing pavement markings. Also, unless one day's operation completes the entire length of such combined zones, care must be taken to place DO NOT PASS and PASS WITH CARE signs in order to sign the beginning and end of the no-passing zones in the area where the surfacing operation has stopped for the day.

R4-1 and R4-2 signs should be mounted on fixed supports as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"NO CENTER STRIPE" SIGN (CW21-15)

At the time construction activity obliterates the existing centerline (low volume roads may not have an existing centerline), a NO CENTER STRIPE sign (CW8-12) should be erected at each end of the work area and just beyond major rural intersections and other location deemed necessary by the Engineer. Where possible, the signs erected at each end of the work area should be located in such a manner that drivers can read the sign and immediately see the change to no centerline. The NO CENTER STRIPE sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The NO CENTER STRIPE sign should be erected as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"LOOSE GRAVEL" SIGN (ECW8-7)

When construction begins, a LOOSE GRAVEL sign (ECW8-7) should be erected at each end of the work area and repeated at intervals of approximately two (2) miles in rural areas and closer in urban areas. The LOOSE GRAVEL sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The LOOSE GRAVEL sign should be erected as detailed on BC Standards. They should remain in place until the loose gravel condition no longer exists.

PAVEMENT MARKINGS

Short term pavement markings for surfacing projects shall use Temporary Flexible-reflective Roadway Marker Tabs. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept the cover over the reflective strip shall be removed. Tabs shall NOT be used to simulate edge lines.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

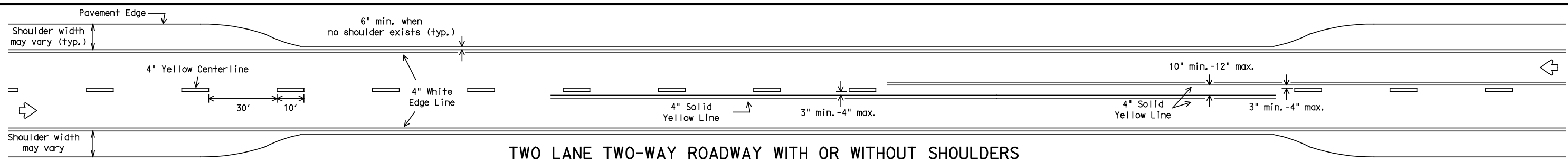
TYPICAL USAGE:				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

Texas Department of Transportation  
 Traffic Operations Division

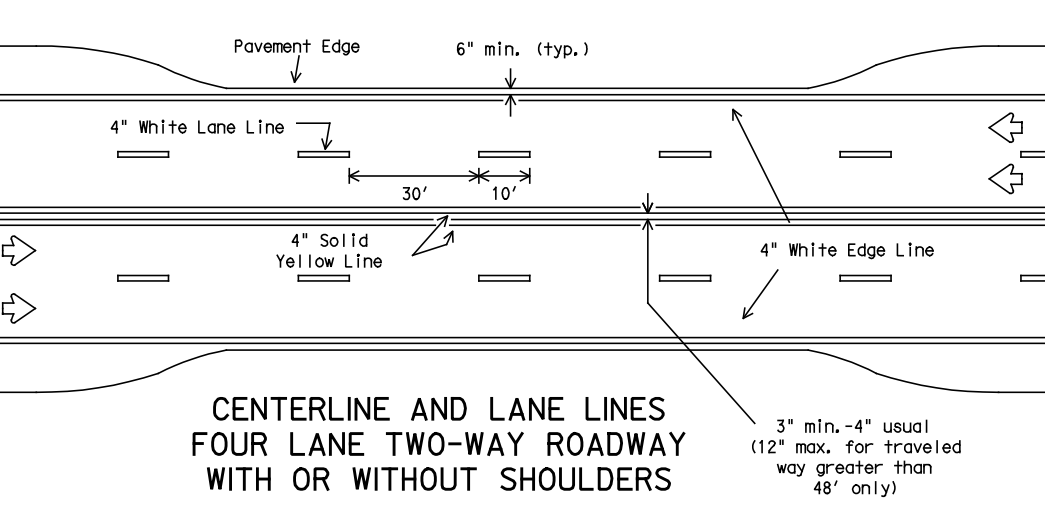
TRAFFIC CONTROL DETAILS  
 for  
 SURFACING OPERATIONS  
 TCP (7-1) - 98

© TxDOT March 1991		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
4-92		3C	1080	103	BERNAL
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		35

DATE: 3/19/2012 1:26:22 PM  
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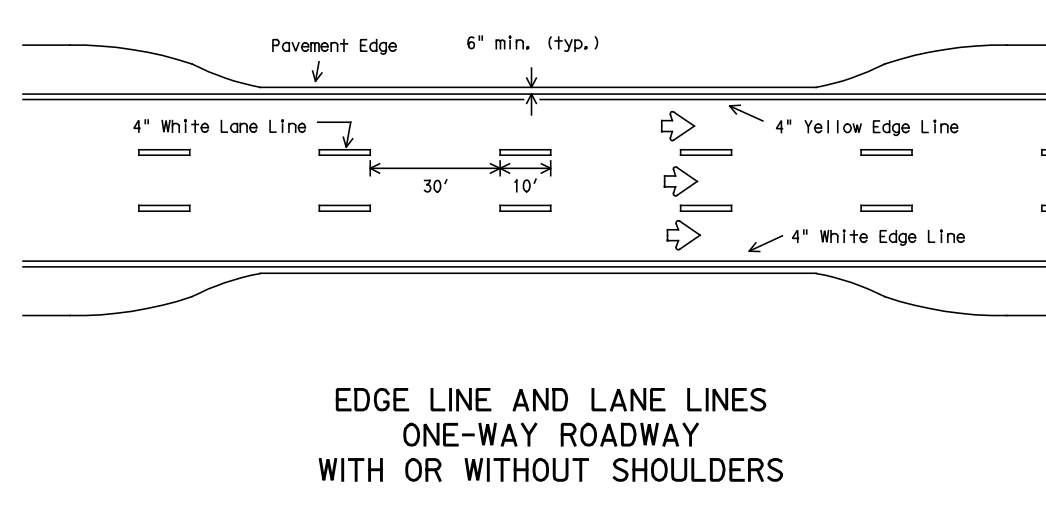


**TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**

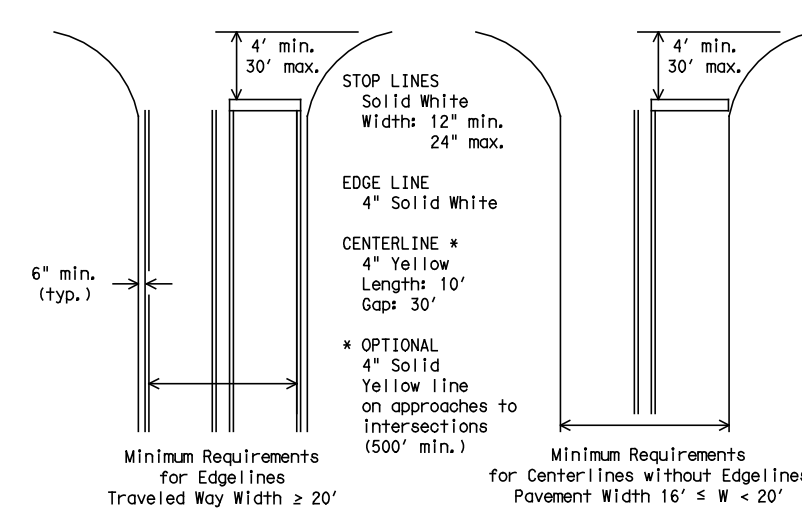


**CENTERLINE AND LANE LINES  
FOUR LANE TWO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**

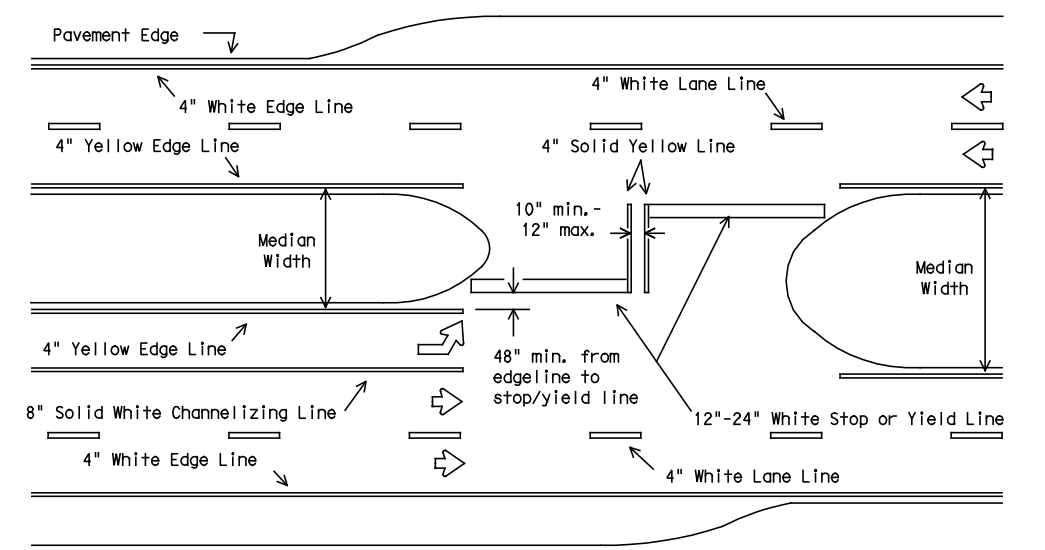
3" min. - 4" usual  
(12" max. for traveled  
way greater than  
48' only)



**EDGE LINE AND LANE LINES  
ONE-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**

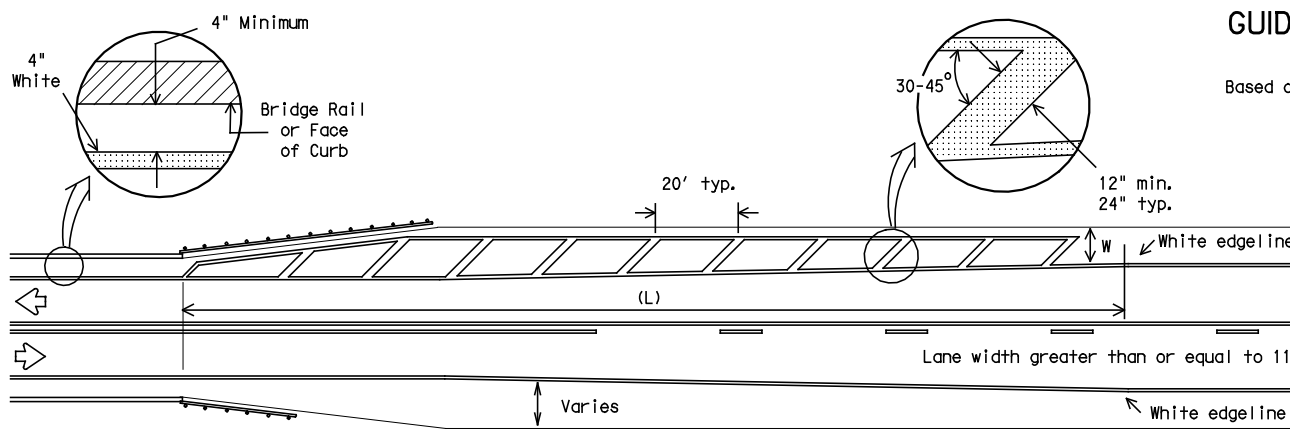


**GUIDE FOR PLACEMENT OF STOP LINES,  
EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Highways



**FOUR LANE DIVIDED ROADWAY INTERSECTIONS**

All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.



**ROADWAYS WITH REDUCED SHOULDER  
WIDTHS ACROSS BRIDGE OR CULVERT**

- NOTES:
1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
  2. For crosshatching length (L) see Table 1.
  3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
  4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
  5. For guard fence details, refer elsewhere in the plans.

**TABLE 1 - TYPICAL LENGTH (L)**

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

\* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.  
L=Length of Crosshatching (FT.) W=Width of Offset (FT.)  
S=Posted Speed (MPH)

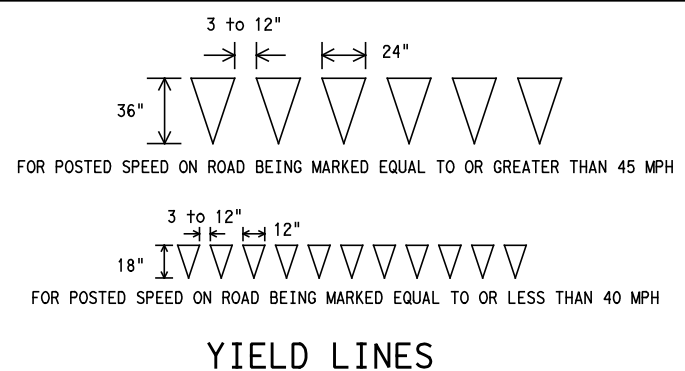
EXAMPLES:  
An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:  
 $L = 8 \times 70 = 560$  ft.  
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:  
 $L = 4(40)^2 / 60 = 106.67$  ft. rounded to 110 ft.

**GENERAL NOTES**

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**YIELD LINES**

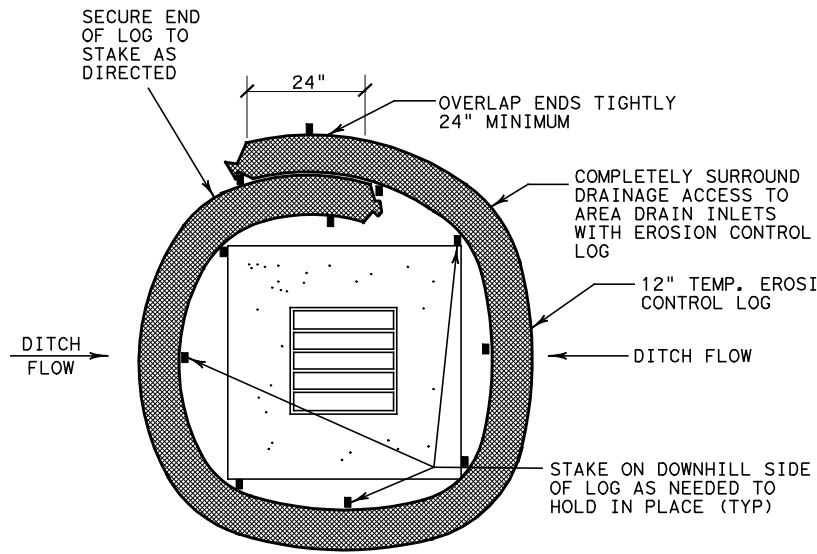
Texas Department of Transportation  
Traffic Operations Division

**TYPICAL STANDARD  
PAVEMENT MARKINGS**

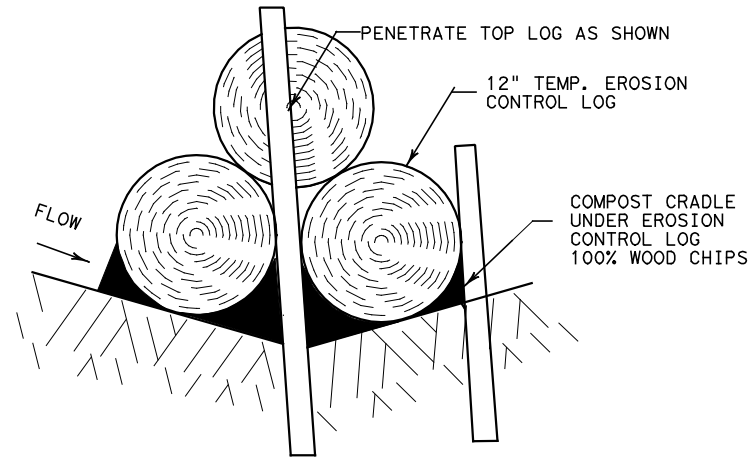
PM(1)-12

© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	3C	1080	103	BERNAL
5-00	DIST	COUNTY		SHEET NO.
8-00	PHR	HIDALGO		36
3-03				

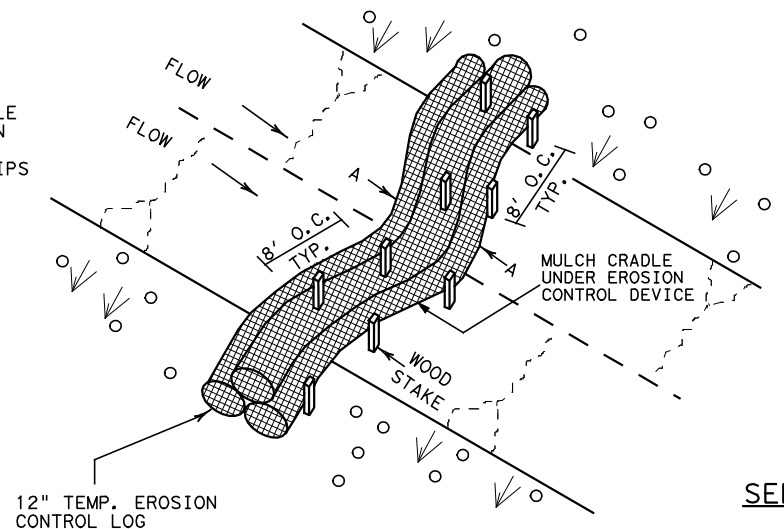
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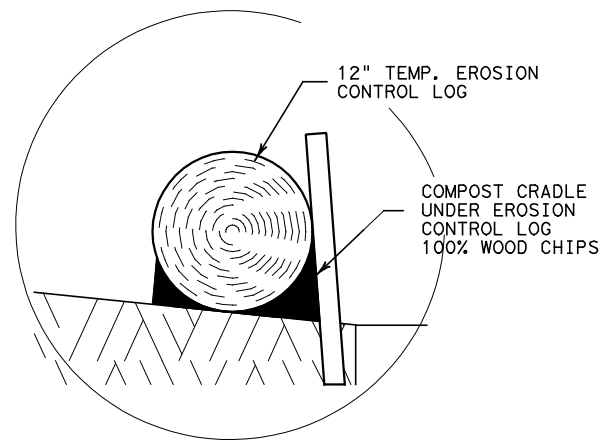
**DROP INLET SEDIMENT TRAP**  
DI-ST



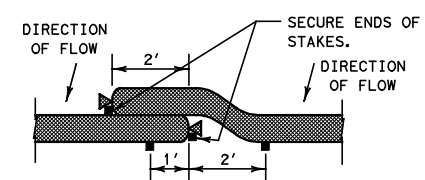
**DITCH LINE SEDIMENT TRAP A-A**  
DL-ST



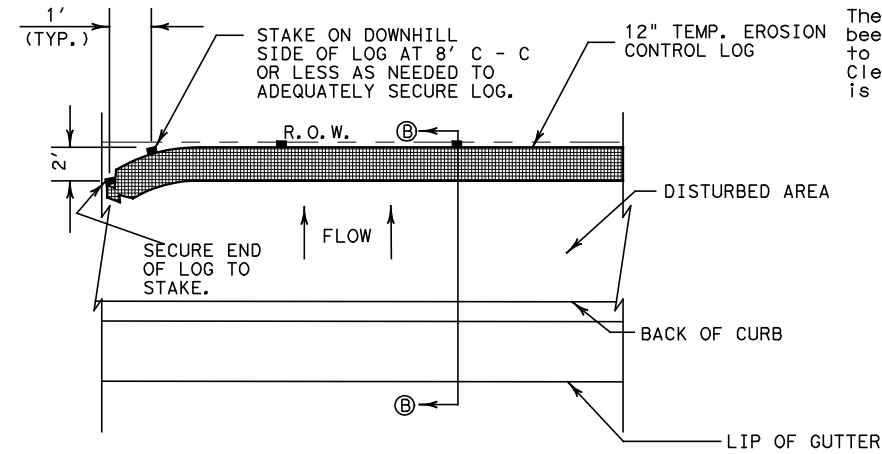
**DITCH LINE SEDIMENT TRAP**  
DL-ST



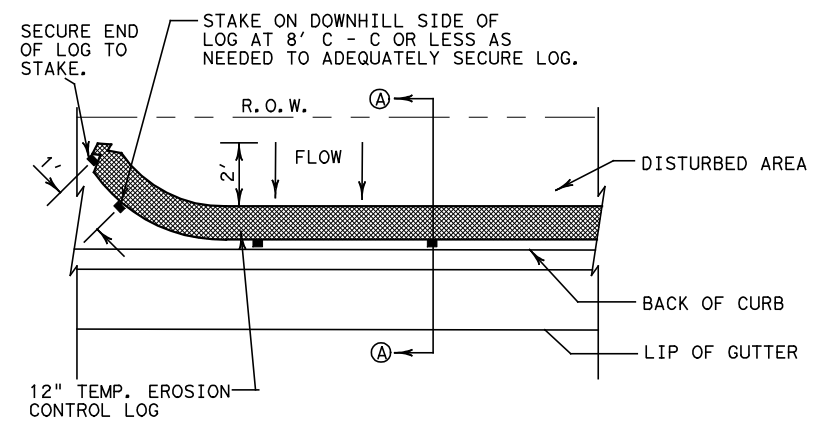
**COMPOST CRADLE**



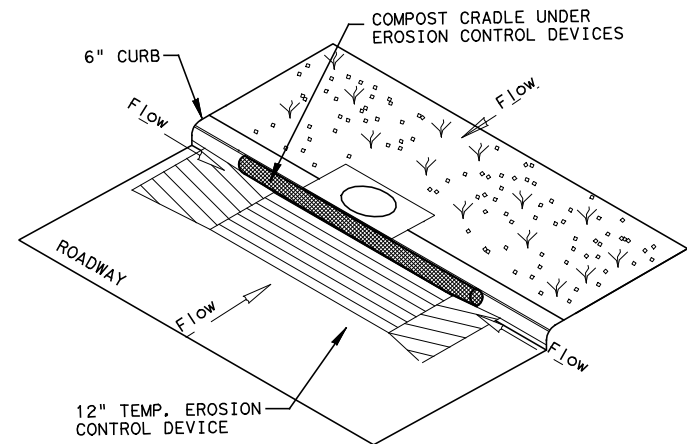
**LAP DETAIL**



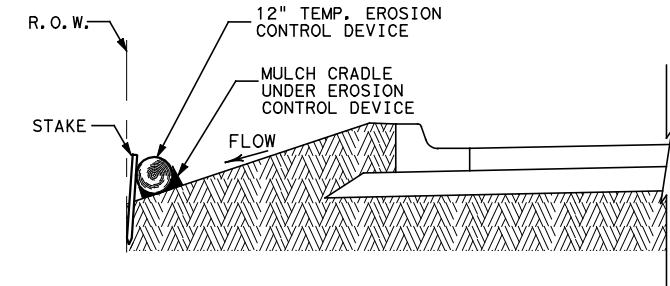
**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST



**BACK OF CURB INLET SEDIMENT TRAP**  
BOCI-ST



**CURB INLET SEDIMENT TRAP**  
CI-ST



**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST

**PLANS SHEET LEGEND**

- DI-ST DROP INLET SEDIMENT TRAP
- DL-ST DITCH LINE SEDIMENT TRAP
- BOCI-ST BACK OF CURB INLET SEDIMENT TRAP
- ROW-ST RIGHT OF WAY SEDIMENT TRAP
- CI-ST CURB INLET SEDIMENT TRAP

**SEDIMENT BASIN & TRAP USAGE GUIDELINES**

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

**Traps:** the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2" or the sediment has accumulated to a depth of 1", whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

**GENERAL NOTES**

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

PHARR DISTRICT STANDARD



**TEMPORARY EROSION CONTROL LOGS  
TECL-06 (PHR)**

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6			BERNAL
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHR	HIDALGO	37
CONTROL	SECTION	JOB	
2C	1080	103	

LEVELS DISPLAYED:  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

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# HIDALGO COUNTY

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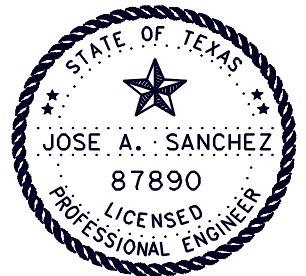
## BID PROPOSAL FOR

### CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS”


IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1



Prepared by:

 **TEDSI INFRASTRUCTURE GROUP**  
**Consulting Engineers**  
1201 East Expressway 83 ♦ Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

**TEDSI**  
TBPE Firm No. 1640

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**CAP-00-000-00-00-YSI**  
**ROAD & DRAINAGE CONSTRUCTION FOR**  
**DIMAS 2 AND DIMAS 3 SUBDIVISIONS**

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- 2) [Hidalgo County Legal Notice](#)
- 3) [Bidder Acknowledgement](#)
- 4) [Information for Bidders](#)
- 5) [Bid Form](#)
- 6) Bid Bond
- 7) [Draft Contract](#)
- 8) [Non Collusion](#)
- 9) Payment Bond
- 10) Performance Bond
  
- 11) **Exhibit C**
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- 12) [General Conditions of the Agreement](#)
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- 15) [Supplemental General Condition](#)
  
- 16) **Exhibit A** [General Notes & Standard Specifications](#)
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  - b. Hidalgo County Specifications as per 340
  - c. [Government Specifications & Special Provisions](#)
  
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  - b. [W-9](#)
  - c. [Bidder/Vendor Application](#)
  - d. [Conflict of Interest Memo](#)
  - e. [Conflict of Interest Form](#)
  - f. [Sales Tax and Local Sales Tax Certificate](#)
  
- 18) **Exhibit D Border Wage Rates**
  - a. [Government code Ch 2258](#)
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- 19) **Exhibit E**
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  - f. [Contract Time Statement](#)

- g.** [Colonia Testing Requirement](#)
- h.** [List of Suppliers](#)
- i.** [Partial Release of Lien](#)
- j.** [Contractor's Affidavit of Payment of Debts and Claims](#)
- k.** [Prevailing Wage Rates Certificate Statement](#)
- l.** [Certificate of Construction Completion](#)
- m.** [Contractor's Affidavit of Release of Liens](#)

**20)** [Construction Identification Sign](#)

# REQUEST FOR BIDS

## (Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:  
CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572**, Phone No (956) 424-7898 for the amount of \$100.00 each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, XXXXXX XX, 2012 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

**CAP-12-049-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS"**

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S. Business Hwy. 281  
(Southeast of Canton Rd & Business 281)  
Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, XXXXXXXX XX, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **XX<sup>TH</sup>** day of **XXXXXX, 2012**.

**MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT**

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

LEGAL NOTICE

**BID NO: CAP-00-000-00-00-YSI**

1. Sealed bids will be received for **“HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS”** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, XXXXXXXX XX, 2012.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: **BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS”**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS"  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- Discount payments will be considered when offered.
  
- Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program  
301 E. State St  
Pharr TX 78577  
Attn: Marcie Jackson

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	_____ <u>XXXXXX XX</u> , 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
  
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**BIDDERS ACKNOWLEDGEMENT**

Bid for

**HIDALGO COUNTY**

**“ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS”**

**BID NO.: CAP-00-000-00-00 YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539  
(Southeast corner of Canton Rd & Business 281)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

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## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Bids**

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday XXXXXX XX, 2012 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS"**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### **2. Preparation of Bid**

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

### **3. Subcontracts**

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract –

- a** Must be acceptable to the Owner after verification of the current eligibility status, and,
- b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### **4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### **5. Method of Bidding**

The Owner invites the following bid(s):      Border Access Colonia Project Round **3**  
Grant No. \_\_\_\_\_  
Subdivision Name: **Dimas 2 and Dimas 3**

#### **6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

#### **7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **180** consecutive calendar days thereafter. **180** consecutive calendar days breakdown as follows: **90** days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within **90** consecutive calendar days or all construction is not completed within **180** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## 11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **TEDSI Infrastructure Group** **1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## 13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

#### **15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**18. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor’s care.

## **SPECIAL PROVISIONS**

- 1.** The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
- 2.** It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
- 3.** Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
- 4.** In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
- 5.** The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
- 6.** Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
- 7.** In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
- 8.** Prospective bidders should make a careful examination of the projects sites.
- 9.** Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
- 10.** No open trenches or excavation shall be left open overnight.

**BID FORM**  
**BORDER COLONIA ACCESS PROJECT - HIDALGO COUNTY PRECINCT NO 1**  
**CAP-00-000-00-00-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISIONS"**

ROADWAY IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		TOTAL (In Figures)
				(In Words)	(In Figures)	
0164	6956	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLA	Dollars	\$	\$
				Cents		
0168	347.8	MG	VEGETATIVE WATERING	Dollars	\$	\$
				Cents		
0247	8918	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	Dollars	\$	\$
				Cents		
0260	67	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	Dollars	\$	\$
				Cents		
0260	8918	SY	LIME TRT(NEW BASE)(8")	Dollars	\$	\$
				Cents		
0310	1556	GAL	PRIME COAT(MC-30)	Dollars	\$	\$
				Cents		
0340	7772	SY	D-GR HMA(METH)TY-D SAC- B PG64-22	Dollars	\$	\$
				Cents		
0500	1	LS	MOBILIZATION	Dollars	\$	\$
				Cents		
0502	3	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	Dollars	\$	\$
				Cents		
0531	20	SY	CONC SIDEWALKS(4")	Dollars	\$	\$
				Cents		
0666	4987	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
0666	36	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
0666	460	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	Dollars	\$	\$
				Cents		
0666	600	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
<b>ROADWAY IMPROVEMENTS TOTAL</b>					\$	\$

DRAINAGE IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		TOTAL (In Figures)
				(In Words)	(In Figures)	
0464	156	LF	RC PIPE(CL III)(18 IN)	Dollars	\$	\$
				Cents		
0506	78	LF	TEMPORARY SEDIMENT CONTROL FENCE	Dollars	\$	\$
				Cents		
0530	537	SY	DRIVEWAYS(CONC)	Dollars	\$	\$
				Cents		
0530	381	SY	DRIVEWAYS(ACP)	Dollars	\$	\$
				Cents		
4378	718	LF	THERMOPLASTIC PIPE (15 IN)(TY III)	Dollars	\$	\$
				Cents		
<b>DRAINAGE IMPROVEMENTS TOTAL</b>					\$	\$

<b>GRAND TOTAL</b>	\$
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BIDDER/COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTINUATION OF BID PAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **180** calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the Sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____
#3	_____	_____	#4	_____

Respectfully submitted,

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Signature                                  Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

**HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT  
C-CAP-00-000-00-00**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, \_\_\_\_\_ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**ROAD & DRAINAGE CONSTRUCTION FOR DIMAS 2 AND DIMAS 3 SUBDIVISION**

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, **2012**.

CONTRACTOR: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.  
800 Pecan  
McAllen, Texas 78504

BY: \_\_\_\_\_

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT  
SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56<sup>th</sup> Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56<sup>th</sup> Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D., 200\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: \_\_\_\_\_

**PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

**PERFORMANCE BOND**  
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_ OF \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**  
**\_\_\_\_\_ SUBDIVISION**  
hereinafter called the "Work").

---

---

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NOTE: If Contractor is a partnership, all partners should execute bond.

**PERFORMANCE-PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$ \_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

## **EXHIBIT “C”**

### **Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR  OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

#### DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# **GENERAL CONDITIONS OF THE AGREEMENT**

## **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **TEDSI Infrastructure Group**.

## **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

#### *Copeland Act Regulations*

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

### *Copeland Act Regulations*

### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

#### *Copeland Act Regulations*

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. (36 F.R. 9770, May 28, 1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

- (b) The deduction is not otherwise prohibited by law;

- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the

contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.R. 9770, May 29, 1971.)

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

### *Copeland Act Regulations*

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

### D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

### 2.02\* Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

\*See Supplementary Conditions

#### 2.05\* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

\* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

\*See Supplementary Conditions

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01\* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

##### A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

##### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

\*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

#### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

### ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

#### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02\* *Subsurface and Physical Conditions*

A.\* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

\*See Supplementary Conditions

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05\* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

\*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

\*See Supplementary Conditions

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01\* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.\* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04\* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

\*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

A.\* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06\* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

\*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.\* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.\* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.\* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.\* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A.\* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

\*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

*5.08\* Receipt and Application of Insurance Proceeds*

A.\* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.\* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

*5.09\* Acceptance of Bonds and Insurance; Option to Replace*

A.\* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

\*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

**B. *Substitute Construction Methods or Procedures:*** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

**C. *Engineer's Evaluation:*** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

**D. *Special Guarantee:*** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**E. *ENGINEER's Cost Reimbursement:*** ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

**F. *CONTRACTOR's Expense:*** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

**A.** CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10\* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11\* *Use of Site and Other Areas*

##### A.\* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

\*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17\* *Shop Drawings and Samples*

A.\* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.\* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

\*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

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7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

#### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

#### 8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

\*See Supplementary Conditions

#### 8.06\* *Insurance*

A.\* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03\* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

\*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

\*See Supplementary Conditions

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

#### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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##### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## 11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01\* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.\* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

\*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

## 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

## 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02\* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03\* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.\* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

\*See Supplementary Conditions

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.\* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

\*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### 15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

#### 15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION\*

#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS\*

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

## **SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirety and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

### **GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

# **GENERAL NOTES AND STANDARD SPECIFICATIONS**

For all pits or quarries, comply with the “Texas Aggregate Quarry and Pit Safety Act.”

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

### **ITEM 3. Scope of Work**

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

### **ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer’s office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

### **ITEM 8. Prosecution and Progress**

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

### **ITEM 100. Preparing Right of Way**

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

#### **ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

#### **ITEM 164. Seeding for Erosion Control**

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

##### Seed mixture

Seed mixture shall be as specified under Item 164.

#### **ITEM 166. Fertilizer**

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

#### **ITEM 216. Proof Rolling**

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

#### **ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY “D” materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2”	0
1/2”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

#### **ITEM 251. Reworking Base Material**

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

#### **ITEM 260. Lime Treatment (Road Mixed)**

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

### **ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 64-22.

### **ITEM 301. Asphalt Antistripping Agents**

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

### **ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

### **ITEM 314. Emulsified Asphalt Treatment**

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

### **ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

### **ITEM 420. Concrete Structures**

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

#### **ITEM 421. Portland cement Concrete**

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Air entrain all concrete used in Drilled Shafts.

#### **ITEM 432. Riprap**

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

#### **ITEM 462. Concrete Box Culverts and Storm Drains**

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

#### **ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 466. Headwalls and Wingwalls**

Do not use pre-cast headwalls/wingwalls.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 471. Frames, Grates, Rings and Covers**

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer:

**ITEM 502. Barricades, Signs and Traffic Handling**

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the “Texas Manual on Uniform Traffic Control Devices”. In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

#### **ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

#### **ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls**

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

#### **ITEM 508. Constructing Detours**

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

#### **ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter**

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

#### **ITEM 530. Public & Private Driveways**

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

#### **ITEM 531. Sidewalks**

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

#### **ITEM 538. Right of Way Markers**

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

#### **ITEM 540. Metal Beam Guard Fence**

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

#### **ITEM 542. Removing Metal Beam Guard Fence**

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

#### **ITEM 544. Guardrail End Treatments**

Label “end treatment type” on backside of unit at time of installation.

#### **ITEM 552. Wire Fence**

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

#### **ITEM 585. Ride Quality for Pavement Surfaces**

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

### **ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings**

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

### **ITEM 677, Eliminating Existing Pavement Markings and Markers**

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

**STANDARD SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX ASPHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

**SPECIAL SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035            BLADE LEVEL-UP

**SPECIAL PROVISIONS:** Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX ASPHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

## **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

### OFFICE USE ONLY

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

**SALES TAX AND LOCAL SALES TAX  
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

#### §Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED.

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**Prevailing Wage Rates  
Certification Statement**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

CSJ# \_\_\_\_\_

Contractor \_\_\_\_\_

Application# \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

**PAYROLL**  
**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**



*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number*

NAME OF CONTRACTOR  OR SUBCONTRACTOR

ADDRESS

OMB No. 1215-0148  
Expires: 03/31/2006

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NUMBER OF BENEFIT EXEMPTIONS	(3) WORK CLASSIFICATION	ST OR CR	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET AMOUNT PAID FOR WEEK				
				S	M	T	W	T	F	S				FICA	MITH HOLDING TAX	OTHER		TOTAL DEDUCTIONS			
																			HOURS WORKED EACH DAY	PERCENTAGE	PERCENTAGE

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Date \_\_\_\_\_

(Name of Signatory Party)

(Title)

no hereby state

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor or Subcontractor)

\_\_\_\_\_ that during the payroll period commencing on the

(Beginning of Work)

\_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3.129 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS


NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1009 OF TITLE 18 AND SECTION 2381B OF TITLE 31 OF THE UNITED STATES CODE



General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with  
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

**Contractor:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Project/Precinct:** \_\_\_\_\_

**Owner's Contract No.:** \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

## CHANGE ORDER NUMBER ONE(1)

Project: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:                   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Reason for Change Order:   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	0 <small>calendar days</small>
\$ 0.00			
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	0 <small>calendar days</small>
\$ 0.00			
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>

**RECOMMENDED:**  
By: \_\_\_\_\_  
Engineer (Authorized Signature)

**APPROVED:**  
By: \_\_\_\_\_  
Owner (Authorized Signature)

**ACCEPTED:**  
By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E-B**

**APPLICATION FOR PAYMENT NO.**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

- 
- |  |       |
|--|-------|
| 1. Original Contract Price:                                      | _____ |
| 2. Net change by Change Order and Written Agreements(+or-):      | _____ |
| 3. Current Contract Price (1 plus 2):                            | _____ |
| 4. Total completed and stored to date:                           | _____ |
| 5. Retainage (per Agreement):                                    | _____ |
| _____ 10% of completed Work:                                     | _____ |
| _____ of stored material   | _____ |
| Total Retainage:   | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments:                       | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)                       | _____ |
- 

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

**Exhibit E-C**

**Estimate Quantity Update Worksheet**

Colonia: \_\_\_\_\_ Date: \_\_\_\_\_  
 Roadway: \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Control: \_\_\_\_\_ Contract Price: \_\_\_\_\_  
 Project No.: \_\_\_\_\_ Work Done this Mo.: \_\_\_\_\_  
 County: \_\_\_\_\_ % Complete: #DIV/0!  
 Est. No.: 1

Work Type: Paving & Drainage  
 Limits: \_\_\_\_\_

From: \_\_\_\_\_  
 To: \_\_\_\_\_

Date Began: ?  
 Contract Time: 120  
 Time Charged: 90  
 % Time Used: 75.00%

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00	0	0	\$0.00	0	0	0.00
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0.000	0	\$0.00	0	0	\$0.00	0	0	0.00

Monthly Totals:	\$0.00	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (905):	\$0.00	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	\$0.00	0.00

Total to Date  
 Roadway (905): \$0.00  
 Drainage (906): \$0.00  
 Total \$0.00

Prepared and Checked By: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Contractor Name \_\_\_\_\_  
 Starting Date \_\_\_\_\_  
 Project Ending Date \_\_\_\_\_  
 Retainage Percent \_\_\_\_\_

Application No.: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Engineer Firm: \_\_\_\_\_

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR

PROJECT NO. COUNTY DATE WORK BEGAN

TIME COMPUTED FROM DATE WORK COMPLETED

Table with columns: MONTH, DATE OR DAYS, WORKING DAYS CHARGED, DAYS CREDITED AND REASONS THEREFORE. The table contains multiple empty rows for data entry.

TOTALS 0 0

NO. OF CONTRACT WORKING DAYS NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY \$ TOTAL \$ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE RESIDENT ENGINEER

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name			
					CSJ#	CSJ#	CSJ#	CSJ#
<b>Subgrade</b>	Tex-101-E Part III	Pulverization						
	Tex-113	Moist. Density Curve						
	Tex-115-E	In-place Density						
		Thickness						
		Proof Roll						
<b>Flex Base</b>	Tex-101-E	Preparing Soils and Flex Bases						
	Tex-104-E	Determining Liquid Limit of Soils						
	Tex-105-E	Determining Plastic Limit of Soils						
	Tex-106-E	Calculating the Plasticity Index						
	Tex-107-E	Linear Shrinkage						
	Tex-110-E	Particle Size Analysis						
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)						
	Tex-116-E	Wet Ball Mill Method Tex						
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)						
	Tex-115-E	In-place Density						
<b>En-1</b>		Thickness						
	IAW ASTM 4609							
	Tex-103-E							
	Tex-114-E							
	TexDOT 121 E							
	ASTM D 4546							
	ASTM D 1587							
	Tex115-E							
	Tex-207-F	Determining Density of Compacted Bituminous Mixtures						
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures						
<b>Hot Mix</b>	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction						
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method						
Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
<b>In-Place Density</b>	Texas SDHPT							
	Bullentin C-14							
	ASTM D-2950.76							
<b>Lime</b>	AASHTO T-166							
	Tex-600-J	Lime Testing Procedure						Waive testing if less than 50 Tons from a Pre-Approved Source
<b>Rcp</b>		Three Edge Bearing Test						1 pipe for each 100 pipe

**ASAGO CONSTRUCTION**  
“QUALITY AND SERVICE”

---

**RAUL IGLESIAS**  
Manager

**ASAGO, LLC**  
2113 Pecos  
Mission, TX 78572  
(956)607-0741 office  
(956)585-7040 fax  
[iglesias@hiline.net](mailto:iglesias@hiline.net)

October 1, 2008

Mr. Javier Hinojosa, P.E.  
Javier Hinojosa Engineering  
4126 E. Dove Ave.  
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program  
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2  
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,  
*Raul Iglesias*  
Raul Iglesias, Manager

**PARTIAL/FINAL WAIVER OF LEIN**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
\_\_\_\_\_ to furnish \_\_\_\_\_  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:

**Prevailing Wage Rates  
Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
\_\_\_\_\_

- 2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
- 3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
- 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	_____
Present Amount of Contract	_____
Total Amount of earned to Date	_____
Less: previous payments	_____
Balance	_____
Authorized deductions	_____
AMOUNTY OF FINAL PAYMENT	_____

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
Hidalgo County Judge

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **CONSTRUCTION IDENTIFICATION SIGN:**

Size, 4' – 0" X 8' – 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be  $\frac{3}{4}$ " Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.



# Your Tax Dollars at Work

## Hidalgo County Pct 1

Joel Quintanilla, Commissioner  
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## **Dimas 2 and Dimas 3 Subdivisions Paving Projects**

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: \_\_\_\_\_

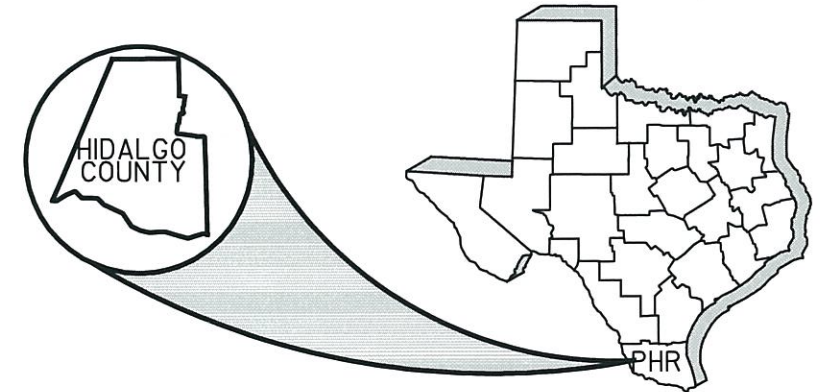
Engineer: \_\_\_\_\_ TEDSI Infrastructure Group

# HIDALGO COUNTY PRECINCT NO. 1

## CONSTRUCTION PLANS DIMAS 2 AND DIMAS 3 SUBDIVISIONS BORDER ACCESS COLONIA PROJECT ROUND III COMPETITIVE CSJ 2C-1080-230

PROJECT LIMITS:  
DELAWARE ST = 991' = 0.19 MI  
CALIFORNIA ST = 947' = 0.18 MI  
ALABAMA ST = 514' = 0.10 MI

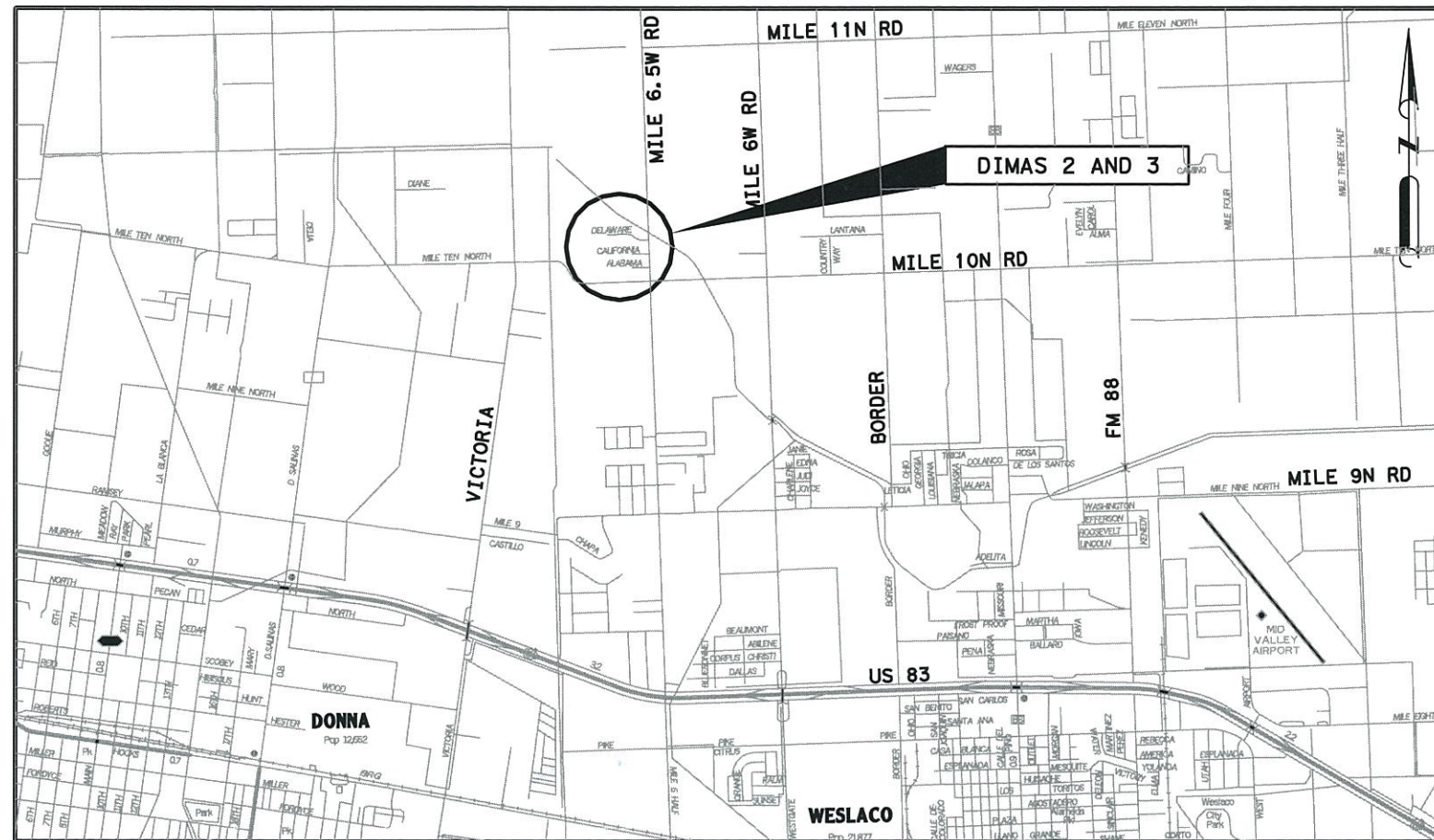
TOTAL LENGTH OF PROJECT = 2452' = 0.47 MI  
TOTAL AREA OF DISTURBED SOIL = 3.04 AC



### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	SUMMARY OF QUANTITIES
4	GENERAL NOTES
5	TYPICAL SECTIONS
6	TRAFFIC CONTROL PLAN GENERAL NOTES
7	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
8-12	PLAN & PROFILE
13	DRIVEWAY TABLES
14	EARTHWORKS
15-21	CROSS-SECTIONS
22	PAVEMENT MARKINGS
23	SW3P
<b>STANDARDS</b>	
24	DRIVEWAY PROFILE DETAILS
25	DRIVEWAY DETAILS PRIVATE
26-37	BC(1)-07 THRU BC(12)-07
38	WZ(TD)-03
39	WZ(UL)-03
40	WZ(DERD)-03
41	TCP(1-2)-12
42	TCP(2-2)-12
43	TCP(3-3)-98
44	TCP(7-1)-98
45	PM(1)-12
46	TECL-06 (PHR)

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, NEW FLEXBASE, ROADSIDE DITCHES AND STRIPING.



LOCATION MAP  
N.T.S.

APPROVAL HIDALGO COUNTY COLONIA ACCESS PROGRAM	DATE : 03/20/2012
APPROVAL HIDALGO COUNTY COUNTY PRECINCT No 1	DATE : 03/20/2012
APPROVAL HIDALGO COUNTY PLANNER	DATE : 03/20/12
CONCURRENCE: HIDALGO COUNTY DRAINAGE DISTRICT No 1	DATE : 3/21/12

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



*[Signature]*  
03/19/2012

### HIDALGO COUNTY OFFICIALS

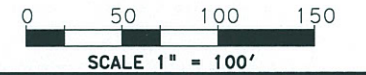
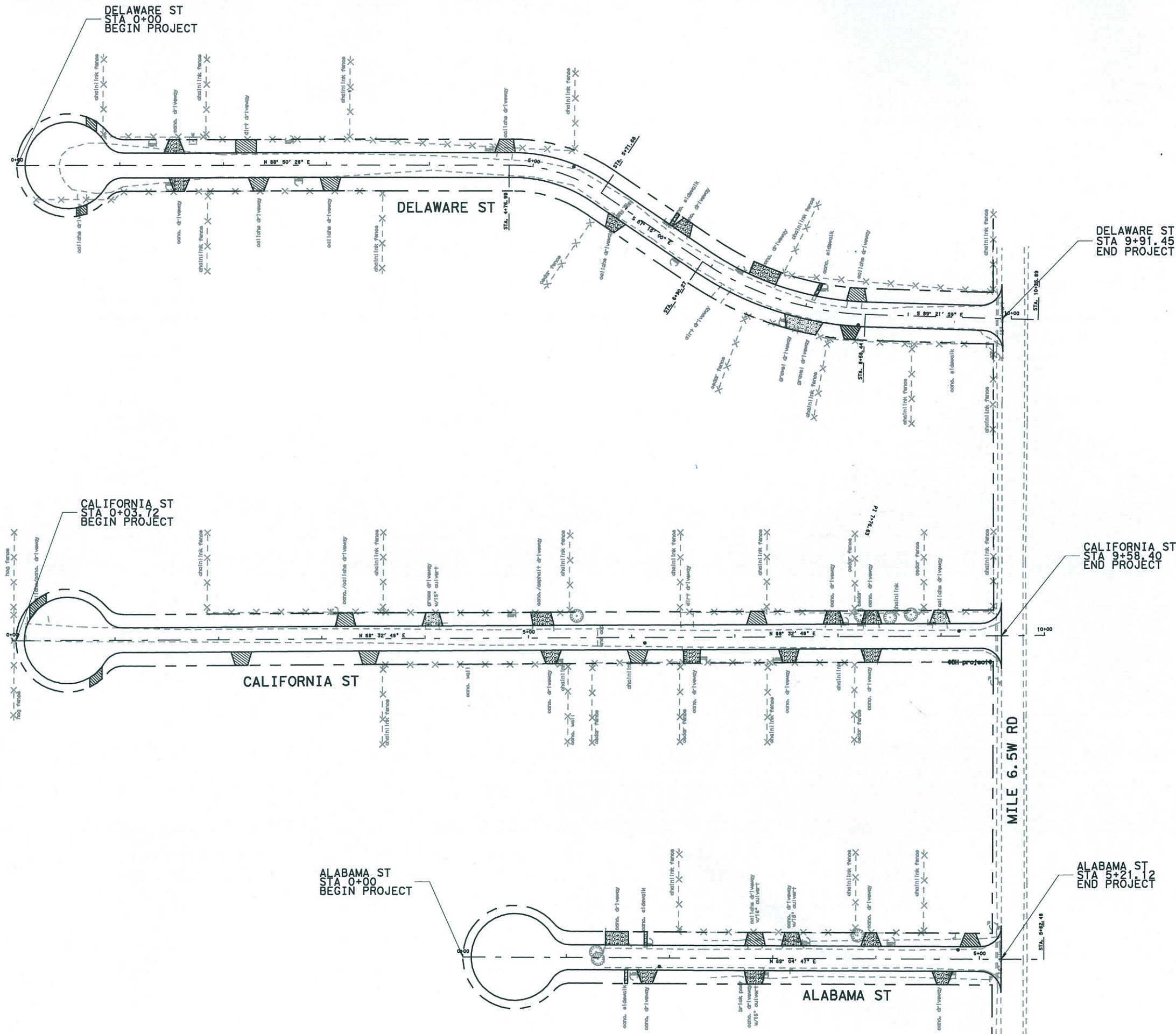
RAMON GARCIA	- COUNTY JUDGE
JOEL QUINTANILLA	- PCT 1 COMMISSIONER
HECTOR "TITO" PALACIOS	- PCT 2 COMMISSIONER
JOE M. FLORES	- PCT 3 COMMISSIONER
JOSEPH PALACIOS	- PCT 4 COMMISSIONER



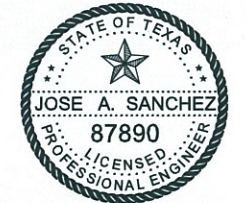
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED SHALL GOVERN ON THIS PROJECT.

NO EXCEPTIONS  
NO EQUATIONS  
NO RAILROAD CROSSINGS

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NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898



TBPE F-1640

DIMAS 2 & 3

**PROJECT LAYOUT**

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 2
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

**APPLICATION RATES:**

HOT MIX ASPHALT - 1.5" = 175 LB/SY

PRIME COAT - 0.2 GAL/SY

LIME (FLEXBASE) - 2% BY WT

FLEXBASE WT - 3375 LB/CY (APPROX)

WATERING - FIRST 4 WKS - 3 CYCLES/WK AT 2.5 GAL/SY/CYCLE  
NEXT 8 WKS - 1 CYCLE/WK AT 2.5 GAL/SY/CYCLE

FERTILIZER - 100 LBS OF NITROGEN/ACRE  
THE N-P-K RATIO TO INCLUDE AT LEAST 5%P AND 5%K

**ROADWAY SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL	DELAWARE ST	CALIFORNIA ST	ALABAMA ST
0100-2002	PREPARING ROW	STA	24.66	9.91	9.54	5.21
0110-2001	EXCAVATION(ROADWAY)	CY	2120	900	911	309
0132-2006	EMBANKMENT(FINAL)(DENS CONT)(TY C)	CY	64	12	12	40
0164-2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	6956	2808	2700	1448
0166-2001	FERTILIZER	AC	1.45	0.59	0.56	0.3
0168-2001	VEGETATIVE WATERING	MG	347.8	140.4	135	72.4
0247-	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	8918	3499	3384	2035
0260-2012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	67.0	26.3	25.4	15.3
0260-2015	LIME TRT(NEW BASE)(8")	SY	8918	3499	3384	2035
0310-2001	PRIME COAT(MC-30)	GAL	1556	609	589	358
0340-	D-GR HMA(METH)TY-D SAC-B PG64-22	SY	7772	3042	2943	1787
0496-2007	REMOV STR(PIPE)	LF	72	0	16	56
0500-2001	MOBILIZATION	LS	1			
0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	1	1	1
0531-2015	CONC SIDEWALKS(4")	SY	20	10		10
0666-2012	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	LF	4987	2010	1922	1055
0666-2048	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	LF	36	12	12	12
0666-2105	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	LF	460	190	190	80
0666-2111	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	600	200	200	200

**DRAINAGE SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL	DELAWARE ST	CALIFORNIA ST	ALABAMA ST
0464-2003	RC PIPE(CL III)(18 IN)	LF	156	52	52	52
0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	78	26	26	26
0530-2010	DRIVEWAYS(CONC)	SY	537	178	211	148
0530-2011	DRIVEWAYS(ACP)	SY	381	180	154	47
4378-	THERMOPLASTIC PIPE (15 IN)(TY III)	LF	718	256	280	182

⊙ FOR CONTRACTOR'S INFORMATION ONLY. ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**



**DIMAS 2 & 3**

**SUMMARY OF QUANTITIES**

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 3
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

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**GENERAL NOTES AND SPECIFICATION DATA**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

**ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

**ITEM 8. Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.A.1 Five-Day Workweek.

**ITEM 132. Embankment**

The native soils within the project area are not considered suitable for use as select fill materials. Borrow used as embankment material in the top two feet (Select Fill) below the bottom of pavement flexible base shall meet the following requirements:

1. TxDOT Bid Item 247, Type E, Grade 4

2. Alternative select fill material

- a. The following soils, as classified according to the USCS, may be considered satisfactory for use as select fill materials at this site: SC,GC,CL and combinations of these soils.
- b. In addition to the USCS classification, alternative select fill materials shall have a maximum liquid limit of 35 percent, a plasticity index between 5 and 17 percent and a maximum particle size not exceeding 4 inches or one-half the loose lift thickness, whichever is smaller.
- c. In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a minimum rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.
- d. If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the General Contractor.
- e. The General Contractor will be responsible for ensuring that the properties of all delivered alternate select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.
- f. Soils classified as CH, CL, MH, ML, SM, GM, OH,OL and Pt under the USCS and not meeting the alternative select fill material requirements are not considered suitable for use as select fill materials at this site.
- g. Select fill should be placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 98 percent of maximum dry density as determined by ASTM D698. The moisture content of the fill should be maintained within the range of two percentage points below the optimum moisture content to two percentage points above the optimum moisture content until the final lift of fill is permanently covered.
- h. The select fill should be properly compacted in accordance with these recommendations and tested by the Geotechnical Engineer for compaction as specified.

**ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

**ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material. The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

**BEFORE LIME IS ADDED**

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max Wet Ball PI:	15
Wet Ball Mill Max Amount:	20
Min. Comp. Strength PSI	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

**After 1% lime (laboratory) is added to unlimed material**

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

2% lime shall be incorporated into the Flexible Base in the field at the owner's expense.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

**ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 76-22.

**ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

**ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

**ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer.

**ITEM 502. Barricades, Signs and Traffic Handling**

A pilot car and radio equipped flagmen shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flagmen and/or radio equipped flagmen and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

**ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

**ITEM 530. Driveways and Turnouts**

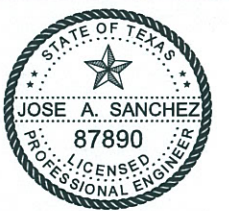
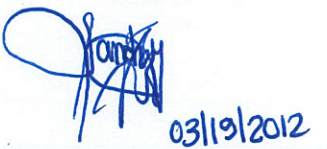


Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

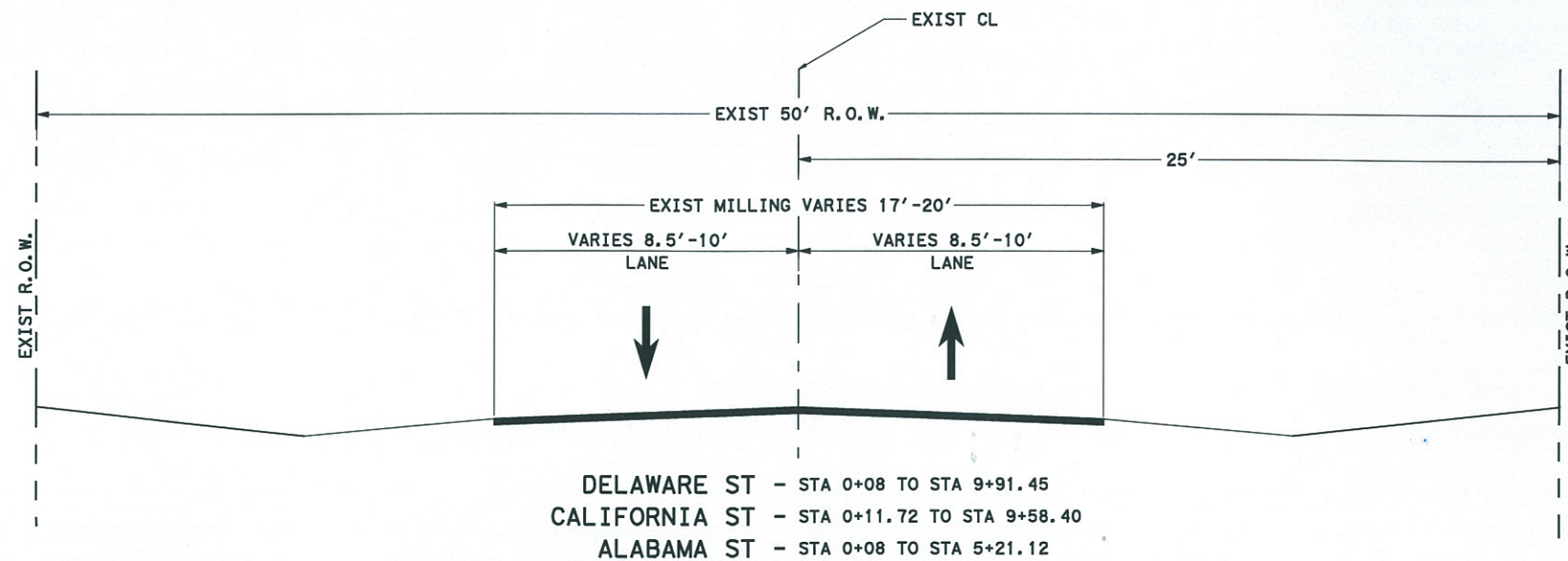
**MISC**

The contractor shall be responsible for maintenance of sediment traps. Damaged/missing sediment traps shall be replaced by the contractor at no additional cost. R.O.W. sediment traps may be shown on plans for clarity purposes only. Actual placement shall be done within R.O.W.

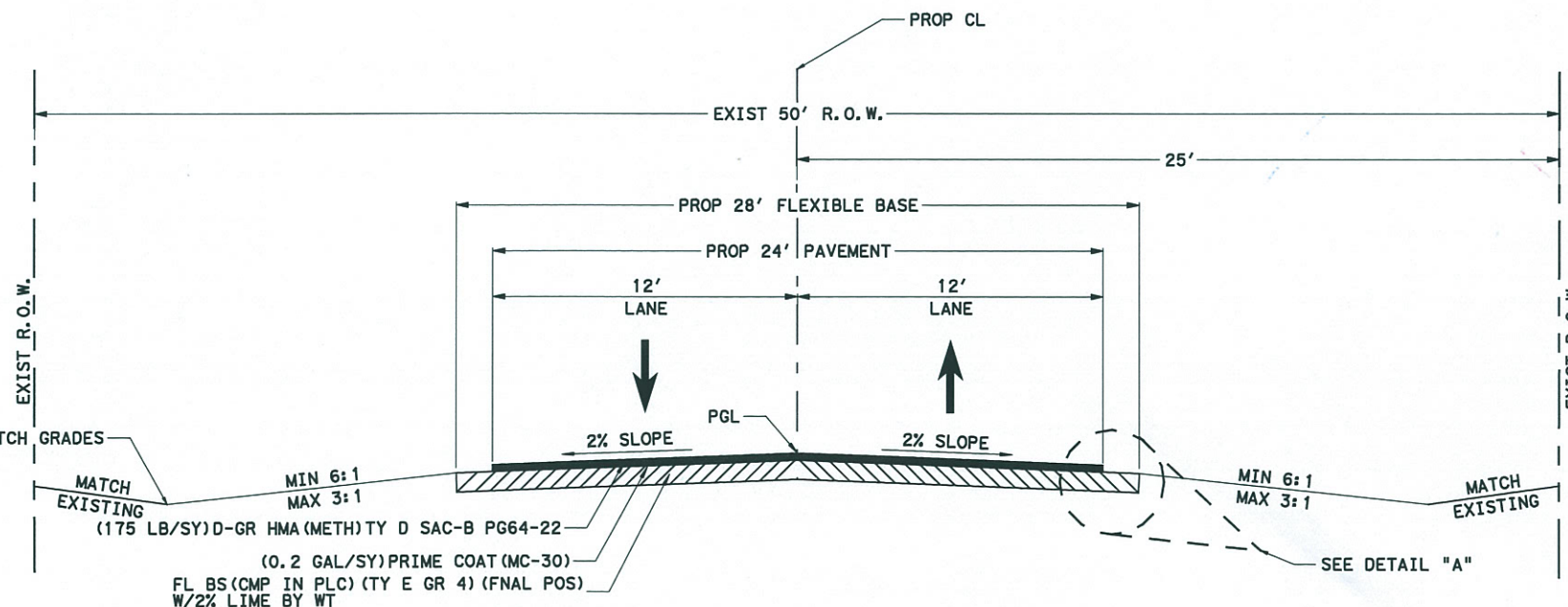
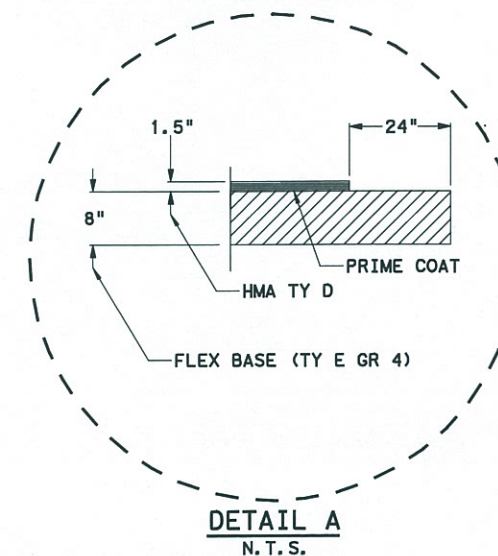
The contractor shall be responsible for posting Small Construction Site Notice and any additional permits required by T.E.C.C.

NO.	DATE	REVISION	APP.
 			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898			
<b>DIMAS 2 &amp; 3</b>			
<b>GENERAL NOTES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			4
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-230	1	VARIOUS	

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**EXISTING TYPICAL SECTION**  
N. T. S.



**PROPOSED TYPICAL SECTION**  
N. T. S.

DELAWARE ST - STA 0+08 TO STA 9+91.45  
CALIFORNIA ST - STA 0+11.72 TO STA 9+58.40  
ALABAMA ST - STA 0+08 TO STA 5+21.12

**NOTES:**

- PGL - PROFILE GRADE LINE
- PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.
- ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.
- WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.
- REMOVAL OF EXISTING MILLING SHALL BE SUBSIDIARY TO EXCAVATION.
- THE SUBGRADE SHALL BE SHAPED, BLADED, ROLLED AND PROOF ROLLED A MINIMUM DISTANCE OF 12" BEYOND THE EDGE OF THE PROPOSED BASE COURSE.
- THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED. FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER.
- PROOF ROLLING WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- A STATION EQUAL TO 100 FT.
- APPLICATION RATES AS FOLLOWS:  
HOT MIX ASPHALT - 1.5" = 175 LB/SY  
PRIME COAT - 0.2 GAL/SY  
LIME (FLEXBASE) - 2% BY WT  
FLEXBASE WT - 3375 LB/CY (APPROX)

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<b>DIMAS 2 &amp; 3</b>			
<b>TYPICAL SECTIONS</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.	
6		5	
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-230	1	VARIOUS	

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**GENERAL NOTES**

THE CONTRACTOR MAY SUBMIT AN ALTERNATE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. APPROVED ALTERNATE TRAFFIC CONTROL PLANS SHALL REQUIRE THE SEAL OF A LICENSED ENGINEER. NO PHASE OF CONSTRUCTION SHALL START UNLESS OTHERWISE APPROVED BY ENGINEER.

BARRICADES/DEVICES/SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY OWNER.

BARRICADES, SIGNS, CHANNELIZATION DEVICES AND OTHER TRAFFIC HANDLING DEVICES MAY BE ADJUSTED OR SHIFTED TO FIT FIELD CONDITIONS AS REQUIRED FOR CONSTRUCTION.

ADEQUATE SIGNS AND BARRICADES SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO OPENING ANY ROADWAY SECTIONS TO TRAFFIC. THE ENGINEER MAY DIRECT THE CONTRACTOR TO FURNISH ADDITIONAL SIGNS, BARRICADES AND CHANNELIZING DEVICES AS REQUIRED TO MAINTAIN TRAFFIC AND MOTORIST SAFETY DURING CONSTRUCTION. ANY SUCH ADDITIONAL SIGNS AND BARRICADES, ETC, SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

THE CONTRACTOR SHALL INSURE THAT BARRICADES, SIGNS, CHANNELIZING DEVICES AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN AND FUNCTIONAL CONDITIONS AT ALL TIMES, INCLUDING MAINTENANCE DUE TO VANDALISM OR ACCIDENTS. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND SIGNS AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

ALL STRIPING AND SIGNING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE PLANS, BC STANDARDS AND THE LATEST VERSION OF THE TMTCD.

EXISTING SIGNS SHALL NOT BE REMOVED UNTIL CONSTRUCTION SIGNS HAVE BEEN INSTALLED. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXISTING SIGNS IN CONFLICT WITH PROPOSED CONSTRUCTION SIGNS. ANY SUCH REMOVAL OF SIGNS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

WHEN CONNECTING PROPOSED ROADWAY TO SECTIONS OF EXISTING TRAFFIC BEING USED BY TRAFFIC AND SUCH OPERATIONS RESULT IN A DROP-OFF OF MORE THAN 2" A 4' BUFFER ZONE AND 3:1 SLOPE WILL BE REQUIRED. THE SLOPE MUST BE CONSTRUCTED WITH A COMPACTED MATERIAL CAPABLE OF SUPPORTING VEHICLES AND/OR AS APPROVED BY ENGINEER. THIS WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK ARE WILL BE REQUIRED, AS APPROVED BY ENGINEER.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH THE EXISTING ROADS AND/OR PRIVATE DRIVEWAYS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH ADJACENT PROPERTY OWNERS TO PROVIDE ADEQUATE EGRESS AND INGRESS DURING ALL PHASES OF CONSTRUCTION.

THE CONTRACTOR SHALL KEEP TRAVELED PAVED SURFACES USED IN HIS HAULING OPERATIONS CLEAR AND FREE OF DIRT AND OTHER UNACCEPTABLE MATERIAL AT ALL TIMES. A POWER BROOM SHALL ONLY BE USED TO CLEAN THE ROADWAY.

THE CONTRACTOR SHALL COORDINATE THE TRAFFIC CONTROL PLAN WITH ANY ADJACENT CONSTRUCTION PROJECTS TO INSURE THE UNINTERRUPTED FLOW OF TRAFFIC WITHIN THE VICINITY OF THE PROJECT AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY DRAINAGE DURING CONSTRUCTION THROUGHOUT THE PROJECT LIMITS DURING ALL PHASES OF CONSTRUCTION. EXCAVATED MATERIALS SHALL BE HANDLED BY THE CONTRACTOR IN SUCH WAY IT DOES NOT BLOCK DRAINAGE.

THE CONTRACTOR SHALL NOT LEAVE ANY OPEN TRENCHES OR EXCAVATIONS OVERNIGHT, UNLESS PROPERLY PROTECTED AND/OR AS APPROVED BY THE ENGINEER.

CONSTRUCTION FENCING (4' HIGH MINIMUM) SHALL BE USED AROUND ALL OPEN TRENCHES OR EXCAVATIONS, AS APPROVED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

ALL DRUMS USED IN THIS PROJECT FOR TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE PROJECTS. MATERIALS FURNISHED, INSTALLED AND REMOVED BY THE CONTRACTOR SHALL BECOME PROPERTY OF THE CONTRACTOR.

ALL EXISTING UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS FOR THIS PROJECT SHALL BE RELOCATED AND/OR ADJUSTED BY OTHERS EXCEPT AS NOTED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES THE RELOCATION, ADJUSTMENT AND INSTALLATION OF UTILITY LINES. THE ROADWAY WORK SHALL BE ONGOING DURING ADJUSTMENT, RELOCATION AND INSTALLATION OF UTILITY LINES.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7 "LEGAL RELATIONS AND RESPONSIBILITIES" OF THE STANDARD SPECIFICATIONS.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH EXISTING ROADS AND/OR PRIVATE DRIVEWAYS WILL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.

THE CONTRACTOR WILL BE ALLOWED TO CLOSE ROADWAY TO THRU TRAFFIC, BUT MUST ALLOW ALL LOCAL TRAFFIC EGRESS AND INGRESS AT ALL TIMES.

THE CONTRACTOR WILL BE ALLOWED TO WORK ONE HALF OF THE PROPOSED SECTION AT A TIME UNLESS OTHERWISE APPROVED BY THE ENGINEER.

THE CONTRACTOR MUST REMOVE EXISTING GRASS AND TOPSOIL FROM THE SHOULDER.

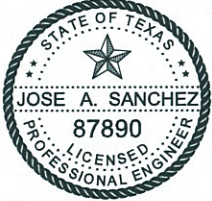



AFTER PREPARATION OF THE SUBGRADE AND/OR FLEXBASE, THE ROADWAY SHALL BE ADEQUATELY FINISHED TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

THE CONTRACTOR SHALL WORK ONLY THAT LENGTH OF ROADWAY IN ONE WORKING DAY WHICH HE CAN ADEQUATELY FINISH TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

ALL SIGNS AND MAILBOXES AFFECTED BY CONSTRUCTION SHALL BE RELOCATED. RELOCATION WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

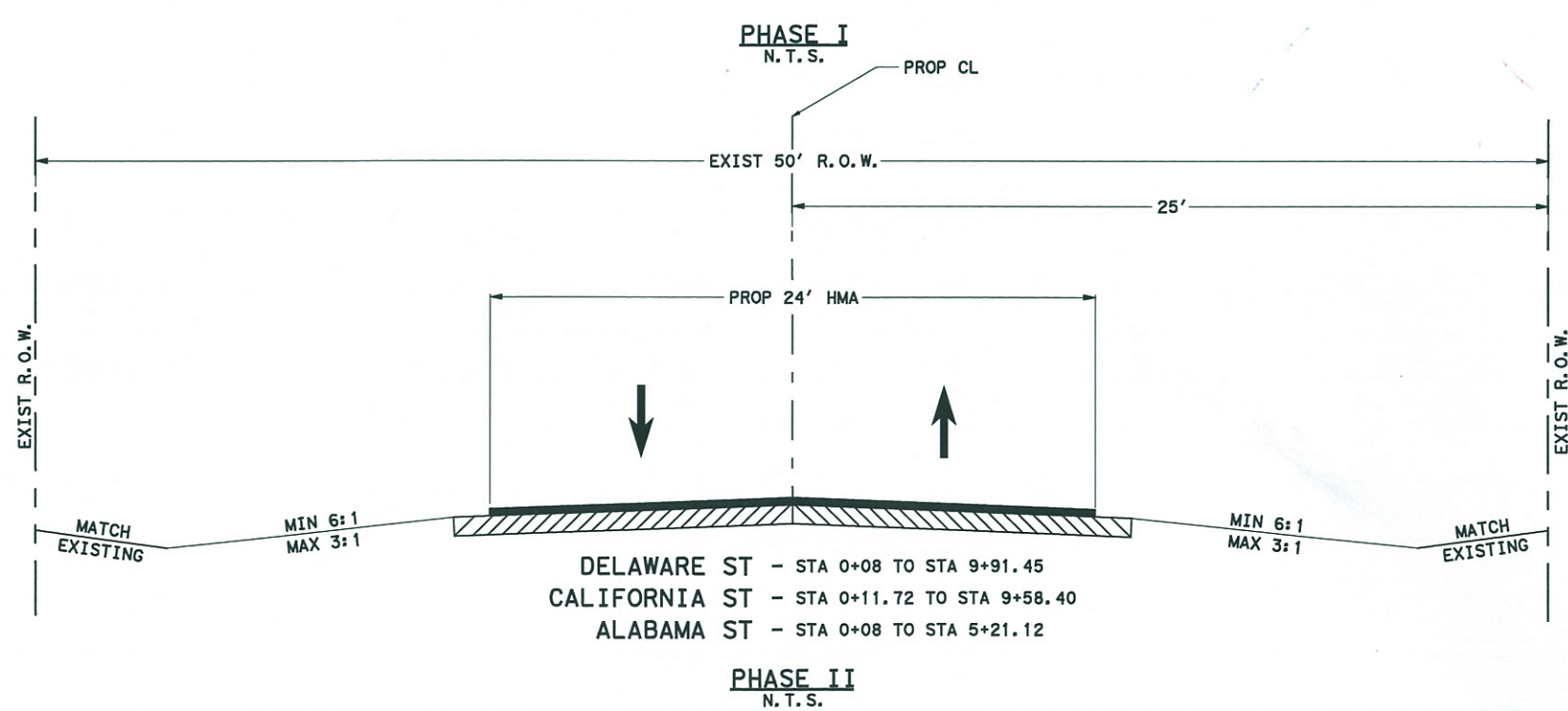
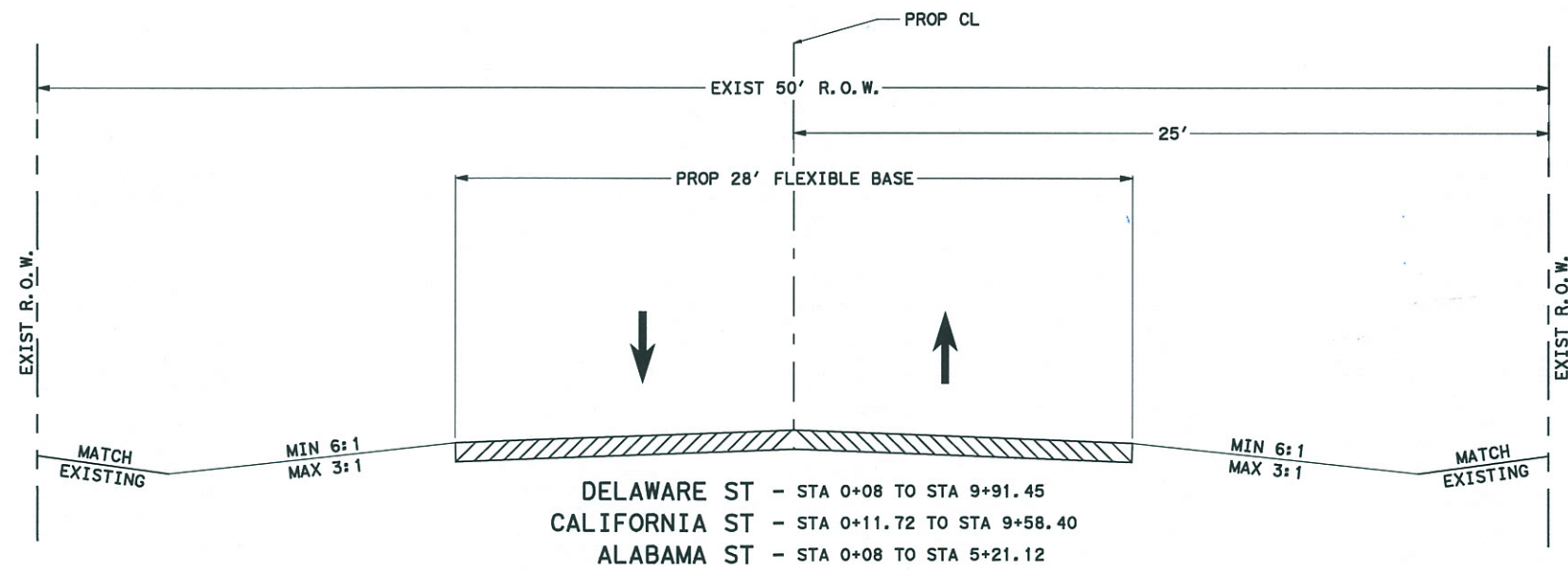
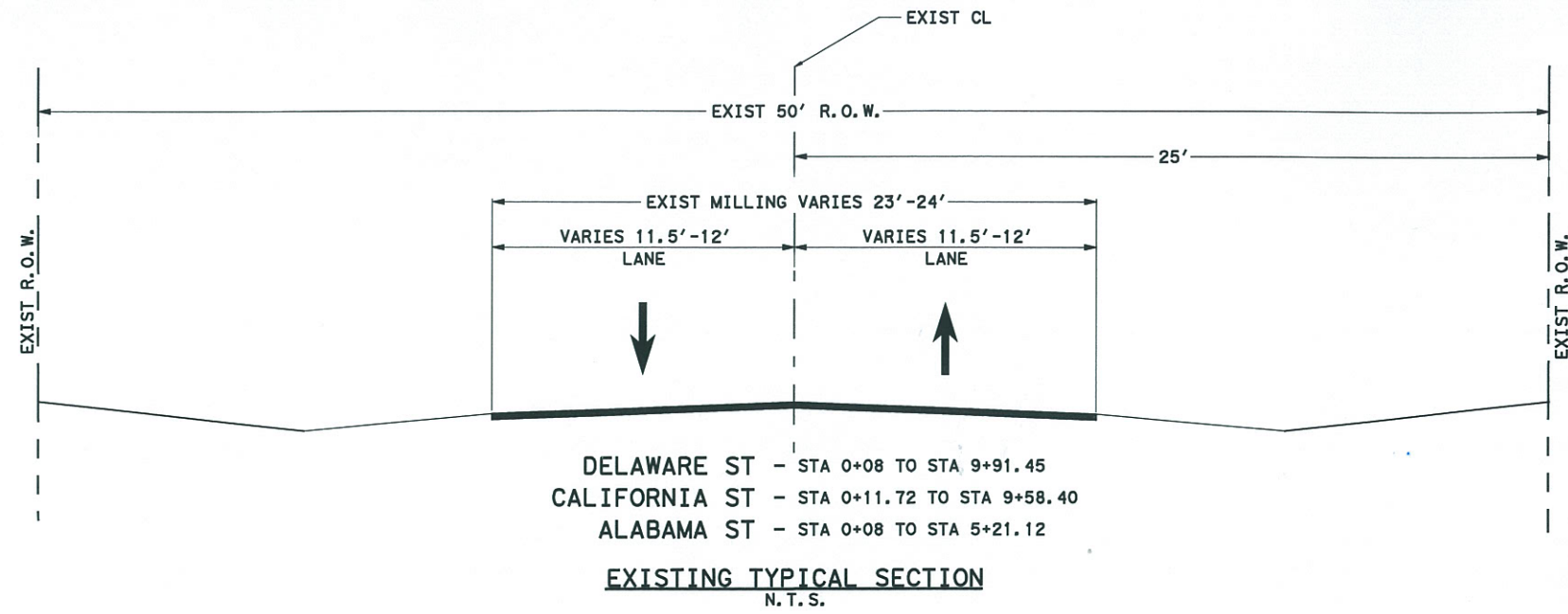
ALL SIGNS AND MAILBOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED NEW AT CONTRACTOR'S EXPENSE.

ALL EXISTING SIGNS SHALL REMAIN IN PLACE DURING CONSTRUCTION, THE CONTRACTOR IS TO RELOCATE/ADJUST SIGNS DURING CONSTRUCTION AT NO ADDITIONAL COST.

NO.	DATE	REVISION	APP.
  <span style="float: right;">03/19/2012</span>			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898			
<b>DIMAS 2 &amp; 3</b>			
<b>TRAFFIC CONTROL PLAN GENERAL NOTES</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			6
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-230	1	VARIOUS	

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**SEQUENCE OF CONSTRUCTION**

- PHASE I
1. INSTALL PROJECT LIMITS AND ADVANCE WARNING SIGNS
  2. INSTALL CROSSROAD BARRICADES/SIGNS, IN ACCORDANCE WITH MUTCD, BC STANDARDS AND/OR AS DIRECTED BY ENGINEER
  3. INSTALL STORM WATER POLLUTION CONTROLS
  4. EXCAVATION WORK/INSTALL STORM DRAINAGE STRUCTURES
  5. FLEXIBLE BASE WORK
- PHASE II
1. APPLY HOT MIX ASPHALT MATERIAL IN ONE COURSE
  2. BACKFILL PAVEMENT EDGES
  3. REINSTALL EXISTING SIGNS/MAILBOXES
  4. REMOVE STORM WATER POLLUTION CONTROLS
  5. INSTALL PAVEMENT MARKINGS
  6. FINAL CLEANUP

NO.	DATE	REVISION	APP.

JOSE A. SANCHEZ  
87890  
LICENSED PROFESSIONAL ENGINEER

*[Signature]*  
03/19/2012

HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898

DIMAS 2 & 3

**TRAFFIC CONTROL PLAN  
TYPICAL SECTIONS**

N. T. S. SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 7
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ 2C-1080-230	PCT 1	HIGHWAY NO. VARIOUS

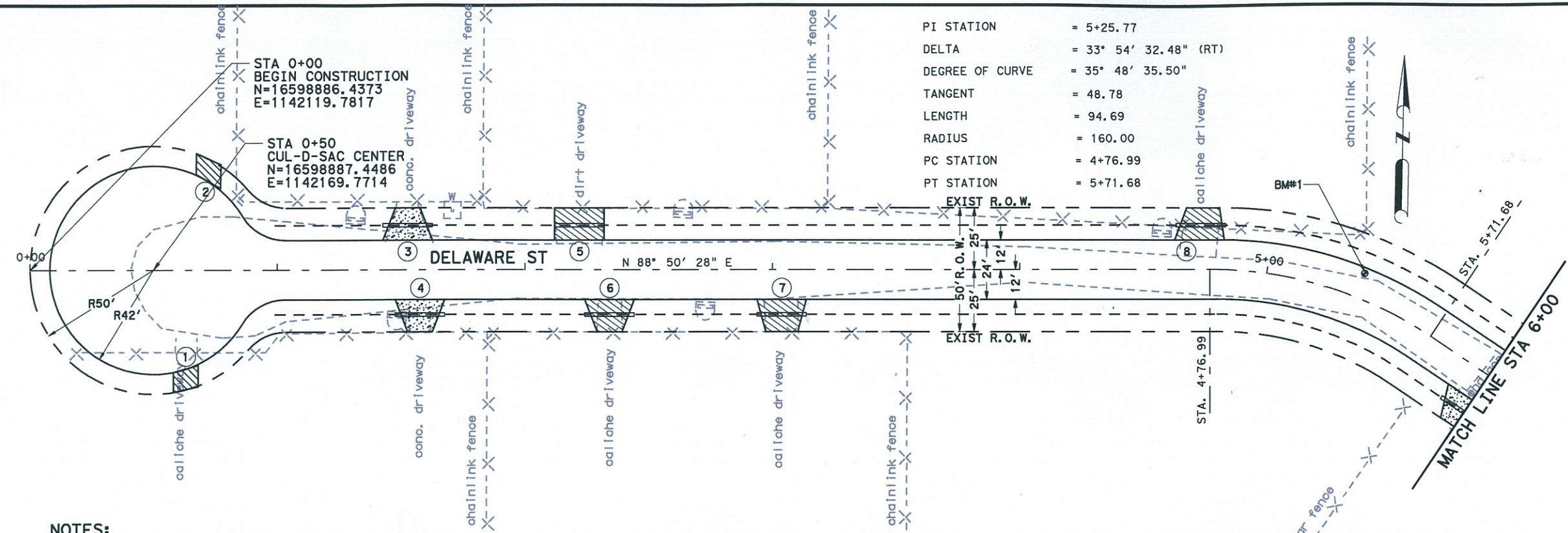
**LEGEND**

- GAS
- EXIST UG PHONE LINE
- W
- EXIST CHAINLINK FENCE
- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- PROP DITCH
- DRIVEWAY ID NUMBER
- EXIST MAILBOX
- EXIST WATER METER
- EXIST WATER VALVE
- EXIST POWER POLE
- EXIST FIRE HYDRANT
- EXIST TELEPHONE BOX
- EXIST GAS METER
- TEMP SED CTRL FENCE

**BM DATA:**

- BM#1 NAIL ON PAVEMENT  
STA 5+37.3 (DELAWARE ST)  
OFFSET 10.8' RT  
EL=84.55'
- BM#2 NAIL ON PAVEMENT  
STA 6+12.8 (CALIFORNIA ST)  
OFFSET 5.3' RT  
EL=84.12'
- BM#3 NAIL ON PAVEMENT  
STA 1+90.1 (ALABAMA ST)  
OFFSET 8.52' RT  
EL=83.75'

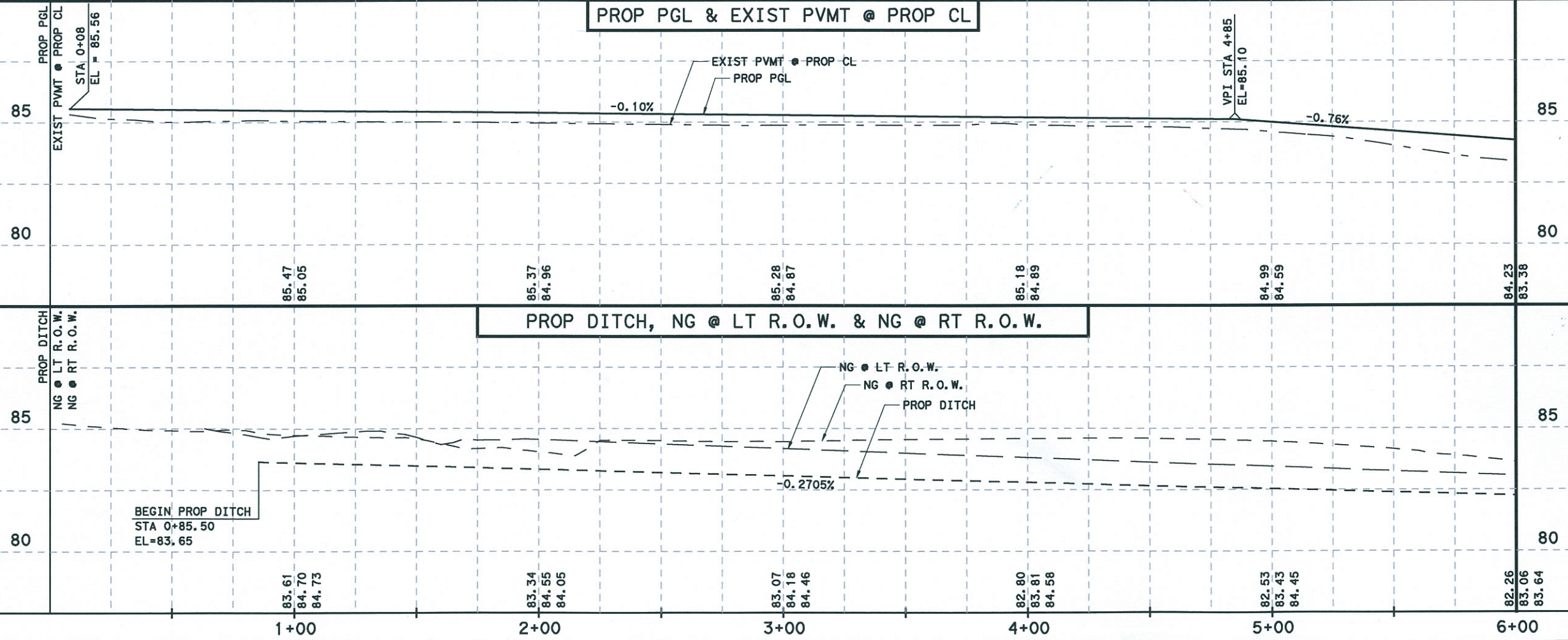
PI STATION = 5+25.77  
 DELTA = 33° 54' 32.48" (RT)  
 DEGREE OF CURVE = 35° 48' 35.50"  
 TANGENT = 48.78  
 LENGTH = 94.69  
 RADIUS = 160.00  
 PC STATION = 4+76.99  
 PT STATION = 5+71.68



**NOTES:**

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
5. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

**PROP PGL & EXIST PVMT @ PROP CL**



NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (936) 424-7898

**DIMAS 2 & 3**

**DELAWARE ST  
 PLAN & PROFILE**

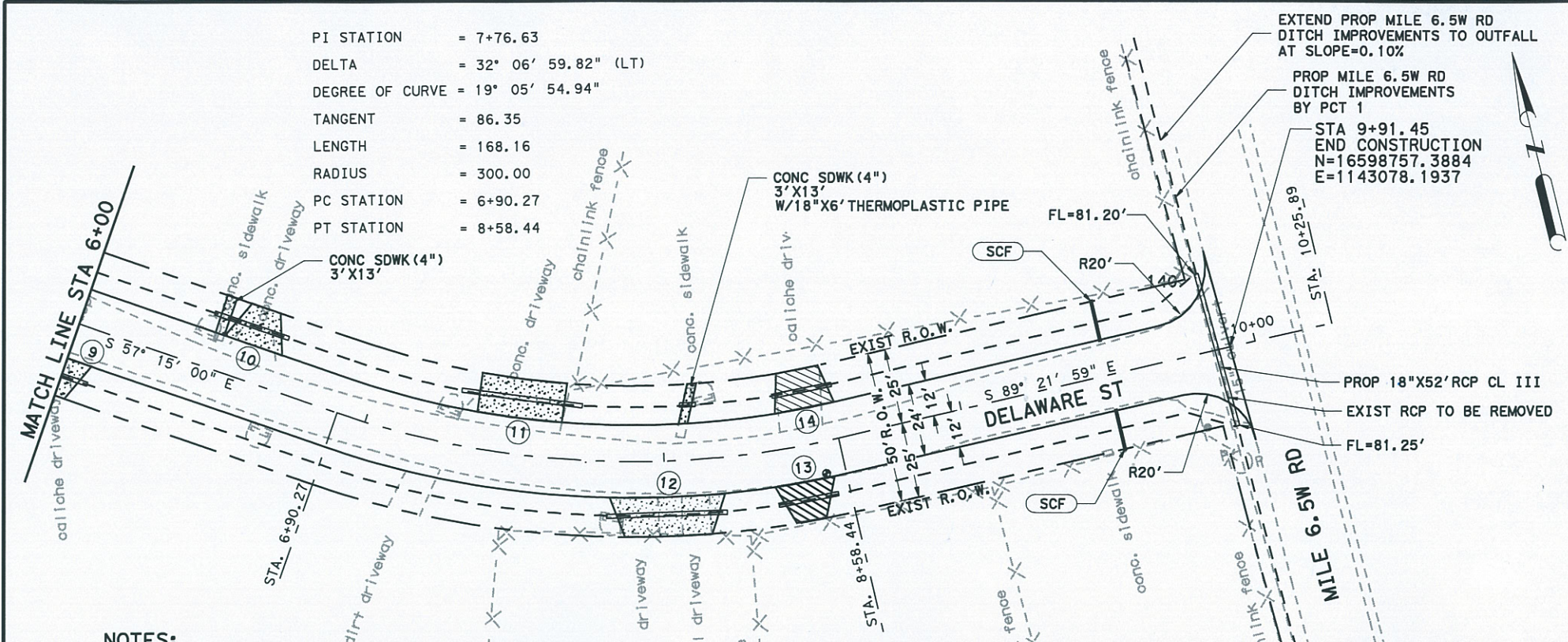
SCALE:  
 HORZ: 1" = 50'  
 VERT: 1" = 5'

SHEET 1 OF 2

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		8
STATE	DIST.	COUNTY
TEXAS	PHR	HIDALGO
CSJ	PCT	HIGHWAY NO.
2C-1080-230	1	VARIOUS

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PI STATION = 7+76.63  
 DELTA = 32° 06' 59.82" (LT)  
 DEGREE OF CURVE = 19° 05' 54.94"  
 TANGENT = 86.35  
 LENGTH = 168.16  
 RADIUS = 300.00  
 PC STATION = 6+90.27  
 PT STATION = 8+58.44



EXTEND PROP MILE 6.5W RD  
 DITCH IMPROVEMENTS TO OUTFALL  
 AT SLOPE=0.10%  
 PROP MILE 6.5W RD  
 DITCH IMPROVEMENTS  
 BY PCT 1  
 STA 9+91.45  
 END CONSTRUCTION  
 N=16598757.3884  
 E=1143078.1937

**LEGEND**

---	GAS	---	EXIST GAS LINE
---	T	---	EXIST UG PHONE LINE
---	W	---	EXIST WATER LINE
-x-x-x-x-		-x-x-x-x-	EXIST CHAINLINK FENCE
[Hatched Box]		[Hatched Box]	ASPHALT DRIVEWAY
[Dotted Box]		[Dotted Box]	CONCRETE DRIVEWAY
- - - - -		- - - - -	PROP DITCH
#		#	DRIVEWAY ID NUMBER
[Mailbox Icon]		[Mailbox Icon]	EXIST MAILBOX
[Water Meter Icon]		[Water Meter Icon]	EXIST WATER METER
[Water Valve Icon]		[Water Valve Icon]	EXIST WATER VALVE
[Power Pole Icon]		[Power Pole Icon]	EXIST POWER POLE
[Fire Hydrant Icon]		[Fire Hydrant Icon]	EXIST FIRE HYDRANT
[Telephone Box Icon]		[Telephone Box Icon]	EXIST TELEPHONE BOX
[Gas Meter Icon]		[Gas Meter Icon]	EXIST GAS METER
SCF		SCF	TEMP SED CTRL FENCE

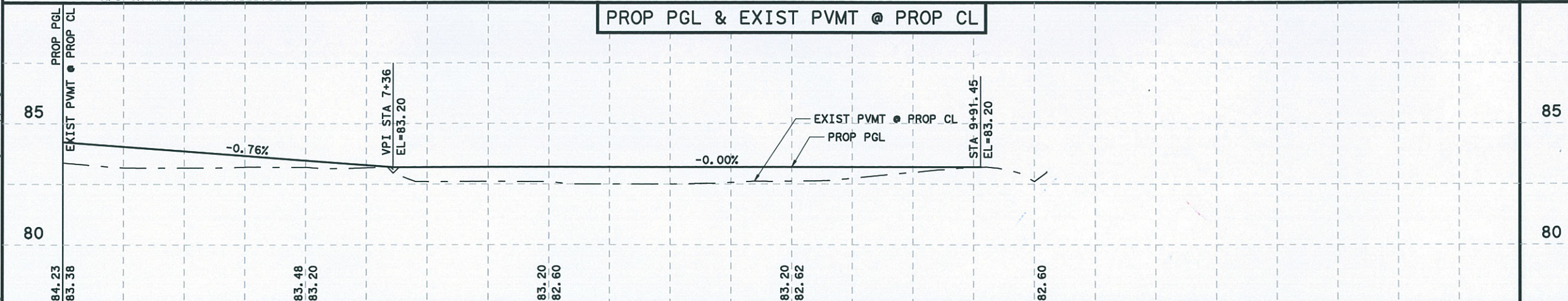
**BM DATA:**

BM#1 NAIL ON PAVEMENT  
 STA 5+37.3 (DELAWARE ST)  
 OFFSET 10.8' RT  
 EL=84.55'  
 BM#2 NAIL ON PAVEMENT  
 STA 6+12.8 (CALIFORNIA ST)  
 OFFSET 5.3' RT  
 EL=84.12'  
 BM#3 NAIL ON PAVEMENT  
 STA 1+90.1 (ALABAMA ST)  
 OFFSET 8.52' RT  
 EL=83.75'

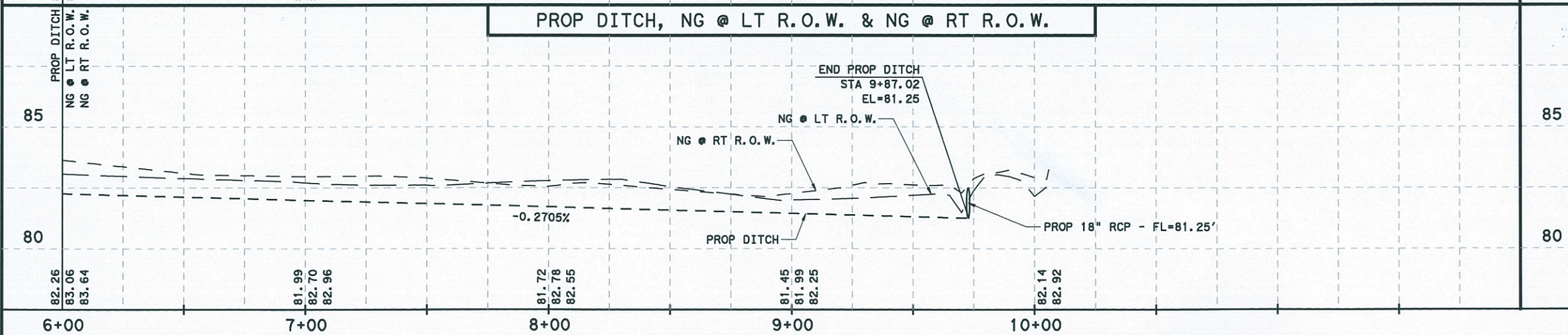
**NOTES:**

- EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
- MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
- PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
- STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
- CONTRACTOR SHALL PERFORM HIS OWN CONSTRUCTION STAKING.

**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898

**DIMAS 2 & 3**

**DELAWARE ST  
PLAN & PROFILE**

SCALE:  
HORIZ: 1" = 50'  
VERT: 1" = 5'

SHEET 2 OF 2

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-230	SHEET NO. 9
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

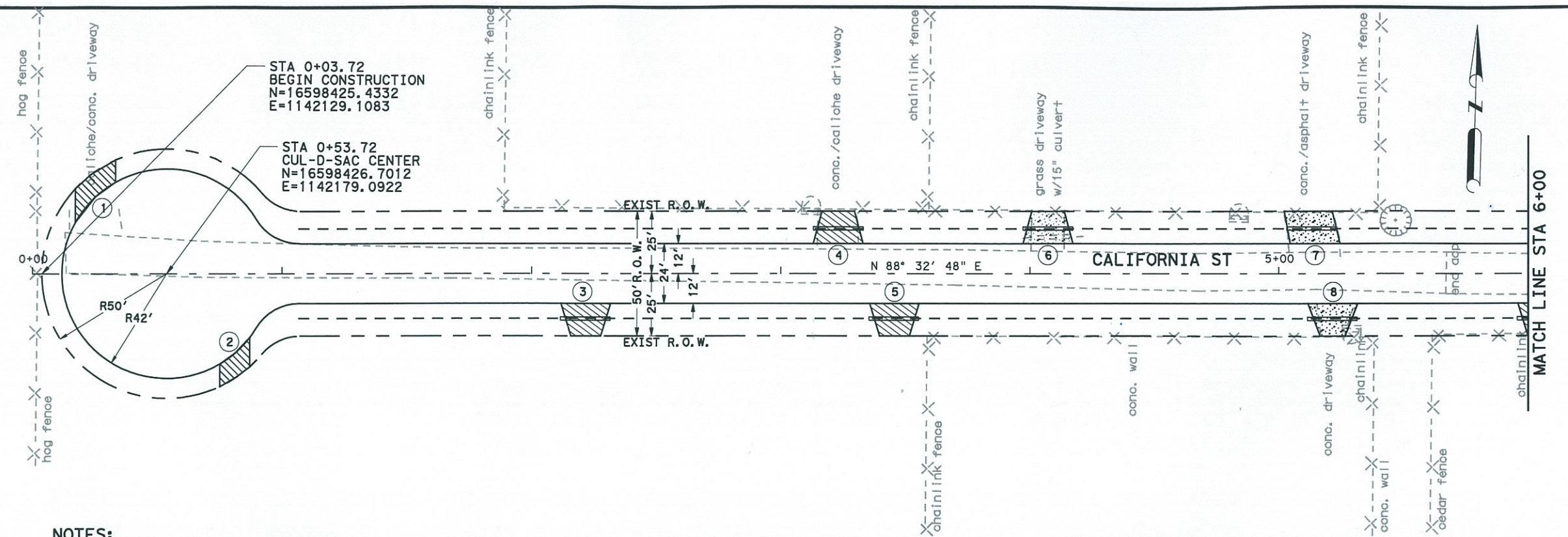
3/19/2012 4:13:29 PM P:\2009\2009-1027-02 HCBGAP III Additional Col\m\gs\Des\gn\02 Dimas 3\US\Roadway\023-pp.dgn

**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- - - - - PROP DITCH
- # DRIVEWAY ID NUMBER
- EXIST MAILBOX
- EXIST WATER METER
- EXIST WATER VALVE
- EXIST POWER POLE
- EXIST FIRE HYDRANT
- EXIST TELEPHONE BOX
- EXIST GAS METER
- SCF TEMP SED CTRL FENCE

**BM DATA:**

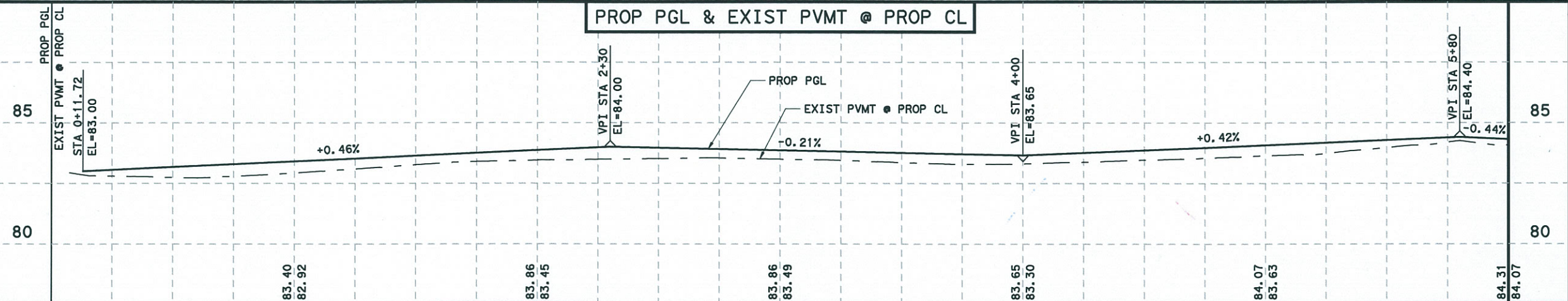
- BM#1 NAIL ON PAVEMENT  
STA 5+37.3 (DELAWARE ST)  
OFFSET 10.8' RT  
EL=84.55'
- BM#2 NAIL ON PAVEMENT  
STA 6+12.8 (CALIFORNIA ST)  
OFFSET 5.3' RT  
EL=84.12'
- BM#3 NAIL ON PAVEMENT  
STA 1+90.1 (ALABAMA ST)  
OFFSET 8.52' RT  
EL=83.75'



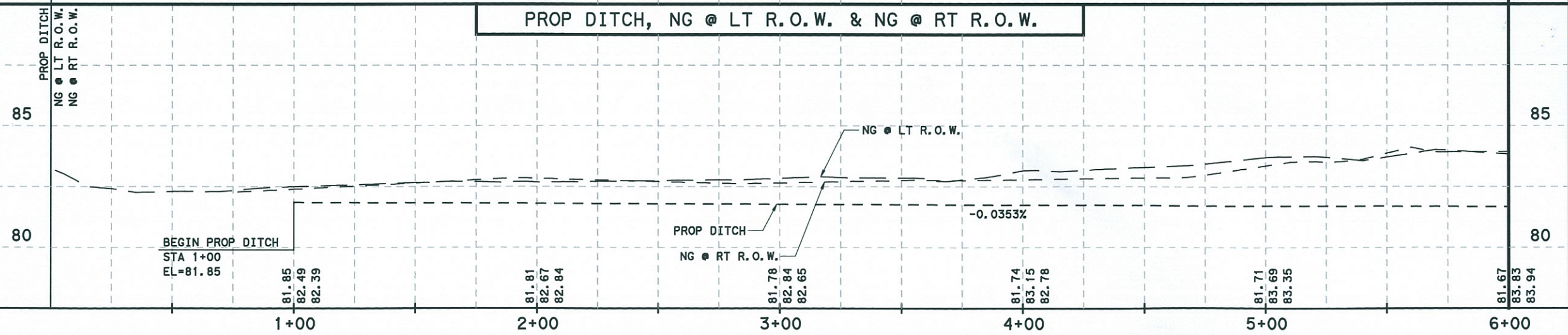
**NOTES:**

1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
5. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

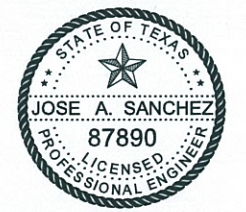
**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898

DIMAS 2 & 3  
**CALIFORNIA ST  
PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 1 OF 2

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-230	SHEET NO. 10
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

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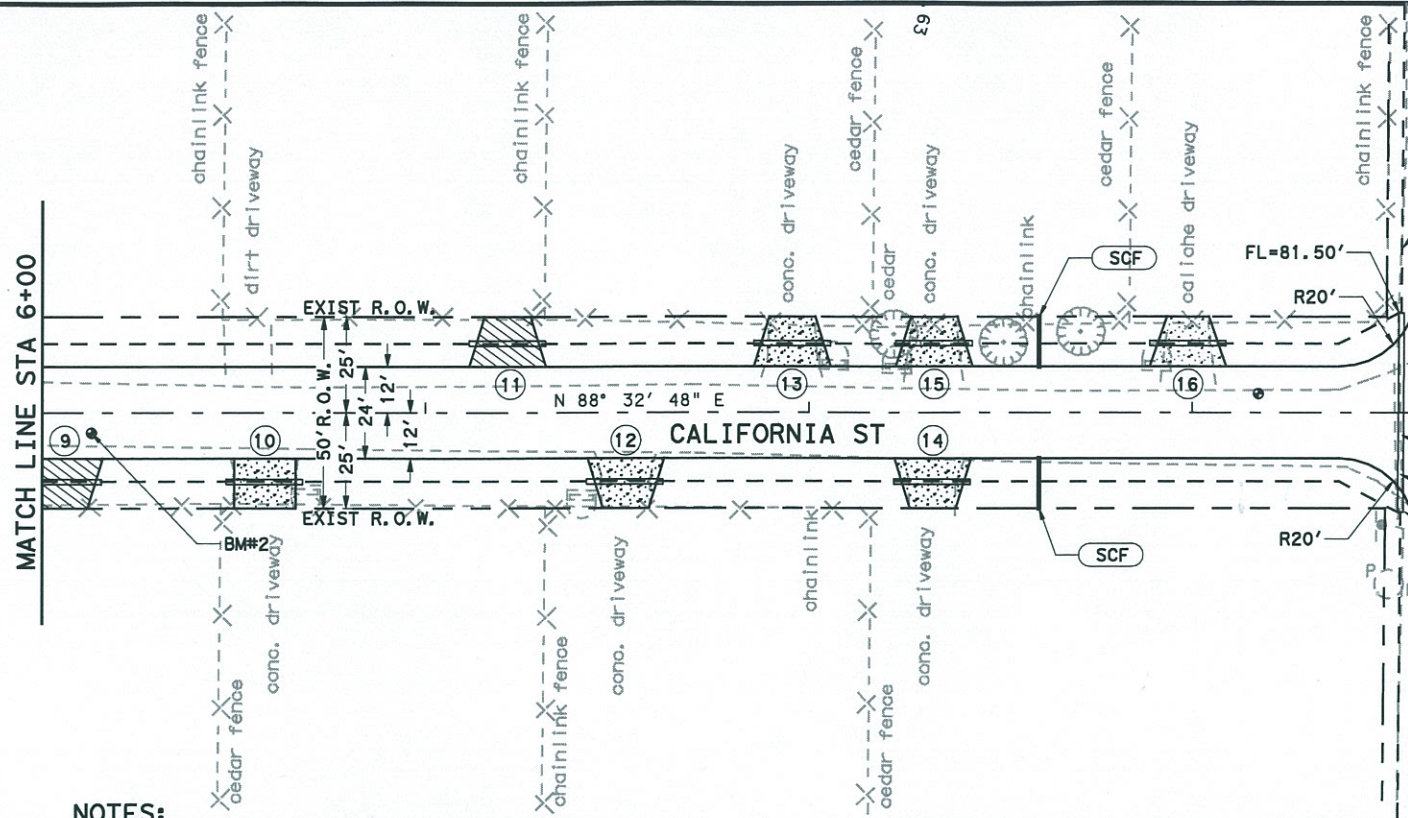
**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- - - - - PROP DITCH
- DRIVEWAY ID NUMBER
- EXIST MAILBOX
- EXIST WATER METER
- EXIST WATER VALVE
- EXIST POWER POLE
- EXIST FIRE HYDRANT
- EXIST TELEPHONE BOX
- EXIST GAS METER
- TEMP SED CTRL FENCE

**BM DATA:**

- BM#1 NAIL ON PAVEMENT  
STA 5+37.3 (DELAWARE ST)  
OFFSET 10.8' RT  
EL=84.55'
- BM#2 NAIL ON PAVEMENT  
STA 6+12.8 (CALIFORNIA ST)  
OFFSET 5.3' RT  
EL=84.12'
- BM#3 NAIL ON PAVEMENT  
STA 1+90.1 (ALABAMA ST)  
OFFSET 8.52' RT  
EL=83.75'

MATCH LINE STA 6+00



PROP MILE 6.5W RD  
DITCH IMPROVEMENTS  
BY PCT 1

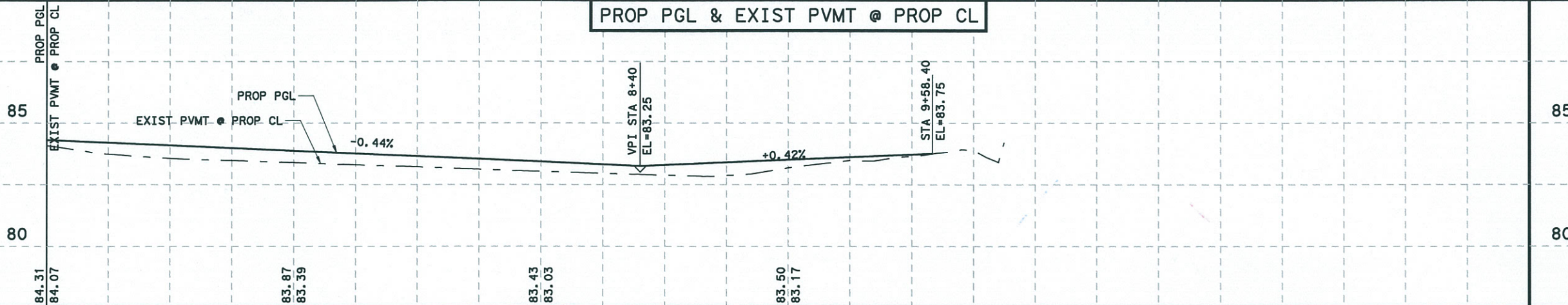
STA 9+58.40  
END CONSTRUCTION  
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E=1143083.4862

PROP 18"X52'RCP CL III  
EXIST RCP TO BE REMOVED  
FL=81.55'

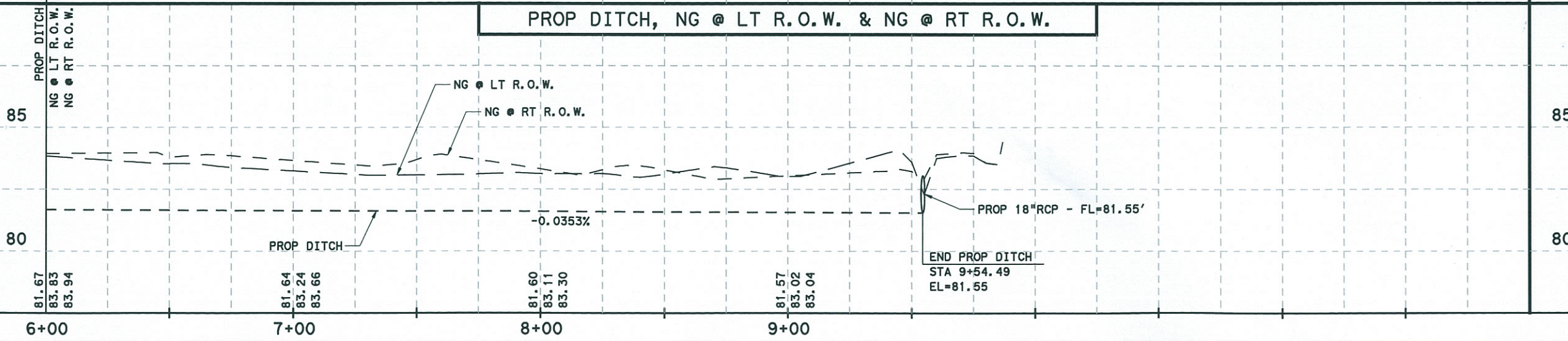
**NOTES:**

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COUNTY AND CITY ROADWAYS: 15"
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7. CONTRACTOR SHALL PERFORM HIS OWN CONSTRUCTION STAKING.

**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78372  
(956) 424-7898

**DIMAS 2 & 3**

**CALIFORNIA ST  
PLAN & PROFILE**


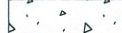









SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 2 OF 2

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-230	SHEET NO. 11
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

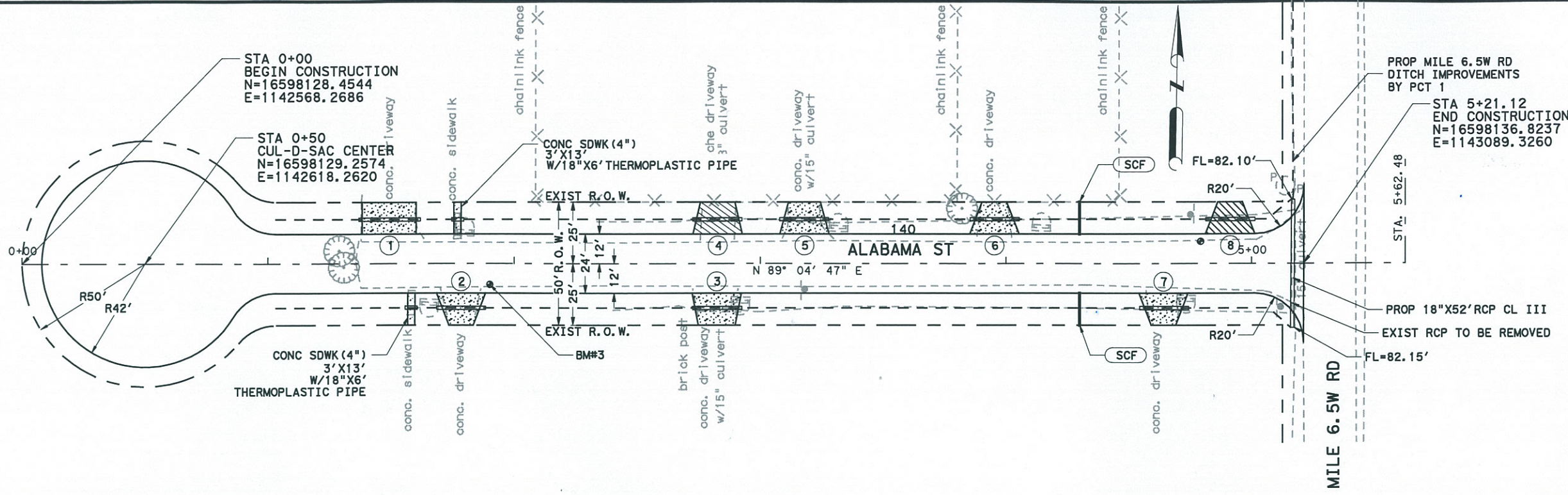
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**LEGEND**

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- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
-  ASPHALT DRIVEWAY
-  CONCRETE DRIVEWAY
- - - - - PROP DITCH
-  DRIVEWAY ID NUMBER
-  EXIST MAILBOX
-  EXIST WATER METER
-  EXIST WATER VALVE
-  EXIST POWER POLE
-  EXIST FIRE HYDRANT
-  EXIST TELEPHONE BOX
-  EXIST GAS METER
-  TEMP SED CTRL FENCE

**BM DATA:**

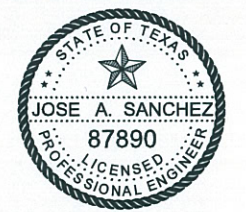
- BM#1 NAIL ON PAVEMENT  
STA 5+37.3 (DELAWARE ST)  
OFFSET 10.8' RT  
EL=84.55'
- BM#2 NAIL ON PAVEMENT  
STA 6+12.8 (CALIFORNIA ST)  
OFFSET 5.3' RT  
EL=84.12'
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STA 1+90.1 (ALABAMA ST)  
OFFSET 8.52' RT  
EL=83.75'



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7. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

NO.	DATE	REVISION	APP.



*Jose A Sanchez*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
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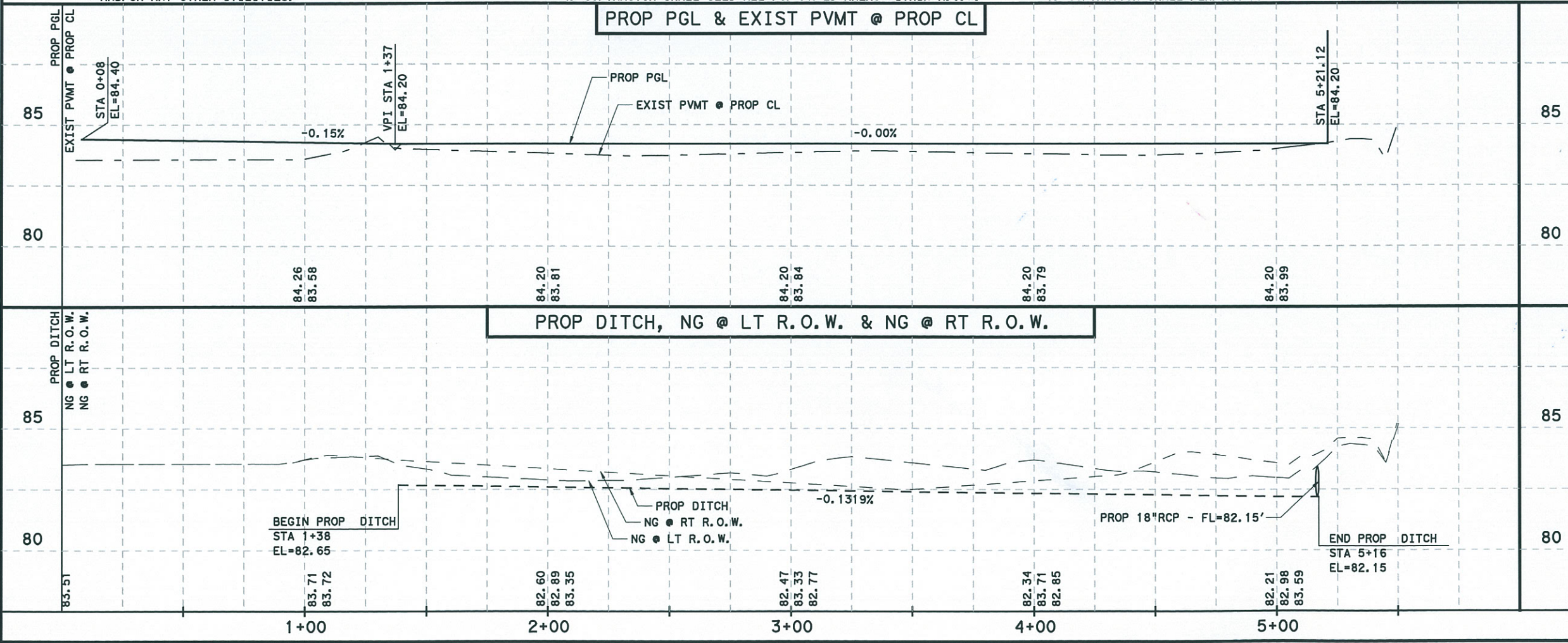
DIMAS 2 & 3

**ALABAMA ST  
PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-230	SHEET NO. 12
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS



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DELAWARE								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	0496-2016	0530-2010	0530-2011
					THERMOPLASTIC PIPE (15 IN) (TY III)	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	0+63	RT		UNPAVED				20
2	0+72	LT		UNPAVED				14
3	1+52	LT		CONCRETE	20		22	
4	1+58	RT		CONCRETE	20		22	
5	2+21	LT		UNPAVED	20			29
6	2+35	RT		UNPAVED	20			22
7	3+03	RT		UNPAVED	20			24
8	4+74	LT		UNPAVED	20			24
9	5+99	RT		CONCRETE	20		22	
10	6+56	LT		CONCRETE	20		22	
11	7+46	LT		CONCRETE	20		41	
12	8+00	RT		CONCRETE	20		49	
13	8+48	RT		UNPAVED	20			22
14	8+50	LT		UNPAVED	20			25
	6+44	LT		SIDEWALK	5			
	8+05	LT		SIDEWALK	5			
<b>TOTAL</b>					<b>250</b>	<b>0</b>	<b>178</b>	<b>180</b>

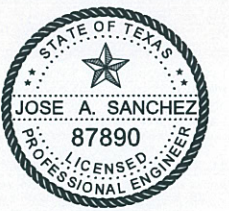
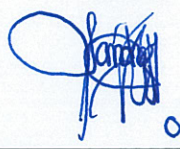

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"

CALIFORNIA								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	0496-2016	0530-2010	0530-2011
					THERMOPLASTIC PIPE (15 IN) (TY III)	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	0+24	LT		UNPAVED				20
2	0+81	RT		UNPAVED				14
3	2+22	RT		UNPAVED	20			24
4	3+23	LT		UNPAVED	20			24
5	3+45	RT		CONCRETE	20			24
6	4+07	LT	15"PIPE	CONCRETE	20	16	24	
7	5+12	LT		CONCRETE	20		22	
8	5+22	RT		CONCRETE	20		22	
9	6+05	RT		UNPAVED	20			24
10	6+58	RT		CONCRETE	20		24	
11	7+21	LT		UNPAVED	20			24
12	7+52	RT		CONCRETE	20		24	
13	7+95	LT		CONCRETE	20		24	
14	8+32	RT		CONCRETE	20		24	
15	8+33	LT		CONCRETE	20		24	
16	9+00	LT		CONCRETE	20		23	
<b>TOTAL</b>					<b>280</b>	<b>16</b>	<b>211</b>	<b>154</b>

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"

ALABAMA								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	0496-2016	0530-2010	0530-2011
					THERMOPLASTIC PIPE (15 IN) (TY III)	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	1+49	LT		CONCRETE	20		32	
2	1+78	RT		CONCRETE	20		22	
3	2+82	LT <sup>40</sup>	15"PIPE	CONCRETE	20	20	26	
4	2+83	RT	18"PIPE	UNPAVED	20	20		25
5	3+18	LT	15"PIPE	CONCRETE	20	16	24	
6	3+96	LT		CONCRETE	20		22	
7	4+64	RT		CONCRETE	20		22	
8	4+91	LT		UNPAVED	20			22
	1+59	RT		SIDEWALK	5			
	1+77	LT		SIDEWALK	5			
<b>TOTAL</b>					<b>170</b>	<b>56</b>	<b>148</b>	<b>47</b>
<b>GRAND TOTAL</b>					<b>700</b>	<b>72</b>	<b>537</b>	<b>381</b>

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"

NO.	DATE	REVISION	APP.
  03/19/2012			
 <b>HIDALGO COUNTY</b>			
<b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (936) 424-7898			
<b>DIMAS 2 &amp; 3</b>  <b>DRIVEWAY TABLES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 13
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSU 2C-1080-230		PCT 1	HIGHWAY NO. VARIOUS

# FOR CONTRACTOR'S INFORMATION ONLY

DELAWARE ST							CALIFORNIA ST							ALABAMA ST						
Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate
0+63.74	EXIST Excavation Fill	55.7 0.0	0 0	0 0	1.00 1.00	0	0+15.00	EXIST Excavation Fill	26.3 0.0	0 0	0 0	1.00 1.00	0	0+12.00	PROP Excavation Fill	0.0 0.4	0 0	0 0	1.00 1.00	0
1+13.74	PROP Excavation Fill	0.0 0.2	0 0	0 0	1.00 1.00	0	0+55.00	EXIST Excavation Fill	40.9 0.0	50 0	50 0	1.00 1.00	50		EXIST Excavation Fill	6.0 0.0	0 0	0 0	1.00 1.00	0
	EXIST Excavation Fill	22.9 0.0	73 0	73 0	1.00 1.00	73	1+00.00	PROP Excavation Fill	0.0 0.8	0 1	0 1	1.00 1.00	49	0+52.00	PROP Excavation Fill	0.0 0.0	0 0	0 0	1.00 1.00	0
2+13.74	PROP Excavation Fill	0.0 0.1	0 1	0 1	1.00 1.00	72		EXIST Excavation Fill	10.3 0.0	43 0	43 0	1.00 1.00	92		EXIST Excavation Fill	39.5 0.0	34 0	34 0	1.00 1.00	34
	EXIST Excavation Fill	25.1 0.0	89 0	89 0	1.00 1.00	161	2+00.00	PROP Excavation Fill	0.0 1.4	0 4	0 4	1.00 1.00	88	1+00.00	PROP Excavation Fill	0.0 0.6	0 0	0 0	1.00 1.00	34
3+13.74	PROP Excavation Fill	0.0 0.1	0 0	0 0	1.00 1.00	161		EXIST Excavation Fill	18.7 0.0	54 0	54 0	1.00 1.00	142		EXIST Excavation Fill	7.3 0.0	42 0	42 0	1.00 1.00	76
	EXIST Excavation Fill	29.2 0.0	101 0	101 0	1.00 1.00	262	3+00.00	PROP Excavation Fill	0.0 0.6	0 4	0 4	1.00 1.00	138	2+00.00	PROP Excavation Fill	0.0 0.7	0 2	0 2	1.00 1.00	74
4+13.74	PROP Excavation Fill	0.0 0.0	0 0	0 0	1.00 1.00	262		EXIST Excavation Fill	22.6 0.0	77 0	77 0	1.00 1.00	215		EXIST Excavation Fill	15.8 0.0	43 0	43 0	1.00 1.00	117
	EXIST Excavation Fill	43.3 0.0	134 0	134 0	1.00 1.00	396	4+00.00	PROP Excavation Fill	0.0 0.6	0 2	0 2	1.00 1.00	213	3+00.00	PROP Excavation Fill	0.0 8.5	0 17	0 17	1.00 1.00	100
5+13.74	EXIST Excavation Fill	43.7 0.0	161 0	161 0	1.00 1.00	557		EXIST Excavation Fill	22.9 0.0	84 0	84 0	1.00 1.00	297		EXIST Excavation Fill	9.3 0.0	46 0	46 0	1.00 1.00	146
6+13.74	PROP Excavation Fill	0.0 0.8	0 2	0 2	1.00 1.00	555	5+00.00	PROP Excavation Fill	0.0 0.1	0 1	0 1	1.00 1.00	296	4+00.00	PROP Excavation Fill	0.0 1.1	0 18	0 18	1.00 1.00	128
	EXIST Excavation Fill	11.9 0.0	103 0	103 0	1.00 1.00	658		EXIST Excavation Fill	30.0 0.0	98 0	98 0	1.00 1.00	394		EXIST Excavation Fill	20.0 0.0	54 0	54 0	1.00 1.00	182
7+13.74	PROP Excavation Fill	0.0 0.6	0 3	0 3	1.00 1.00	655	6+00.00	PROP Excavation Fill	0.0 0.0	0 0	0 0	1.00 1.00	394	5+00.00	PROP Excavation Fill	0.0 0.3	0 3	0 3	1.00 1.00	179
	EXIST Excavation Fill	17.7 0.0	55 0	55 0	1.00 1.00	710		EXIST Excavation Fill	38.2 0.0	126 0	126 0	1.00 1.00	520		EXIST Excavation Fill	28.6 0.0	90 0	90 0	1.00 1.00	269
8+13.74	PROP Excavation Fill	0.0 0.4	0 2	0 2	1.00 1.00	708	7+00.00	PROP Excavation Fill	0.0 0.0	0 0	0 0	1.00 1.00	520	G R A N D S U M M A R Y T O T A L S						
	EXIST Excavation Fill	14.7 0.0	60 0	60 0	1.00 1.00	768		EXIST Excavation Fill	28.2 0.0	123 0	123 0	1.00 1.00	643	PROP	Excavation Fill	0 40	0 40	0 40	1.00 1.00	
9+13.74	PROP Excavation Fill	0.0 0.9	0 3	0 3	1.00 1.00	765	8+00.00	PROP Excavation Fill	0.0 0.0	0 0	0 0	1.00 1.00	643	EXIST	Excavation Fill	309 0	309 0	309 0	1.00 1.00	
	EXIST Excavation Fill	11.3 0.0	48 0	48 0	1.00 1.00	813		EXIST Excavation Fill	27.6 0.0	103 0	103 0	1.00 1.00	746	G R A N D S U M M A R Y T O T A L S						
9+67.74	PROP Excavation Fill	0.0 0.0	0 1	0 1	1.00 1.00	812	9+00.00	PROP Excavation Fill	0.0 0.1	0 0	0 0	1.00 1.00	746	PROP	Excavation Fill	0 12	0 12	0 12	1.00 1.00	
	EXIST Excavation Fill	30.1 0.0	41 0	41 0	1.00 1.00	853		EXIST Excavation Fill	28.2 0.0	103 0	103 0	1.00 1.00	849	EXIST	Excavation Fill	900 0	900 0	900 0	1.00 1.00	
G R A N D S U M M A R Y T O T A L S							G R A N D S U M M A R Y T O T A L S							G R A N D S U M M A R Y T O T A L S						
PROP	Excavation Fill		0 12	0 12	1.00 1.00		PROP	Excavation Fill		0 12	0 12	1.00 1.00		PROP	Excavation Fill		0 12	0 12	1.00 1.00	
EXIST	Excavation Fill		900 0	900 0	1.00 1.00		EXIST	Excavation Fill		911 0	911 0	1.00 1.00		EXIST	Excavation Fill		911 0	911 0	1.00 1.00	

NO.	DATE	REVISION	APP.



**TEDSI INFRASTRUCTURE GROUP**  
*Consulting Engineers*  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**DIMAS 2 & 3**

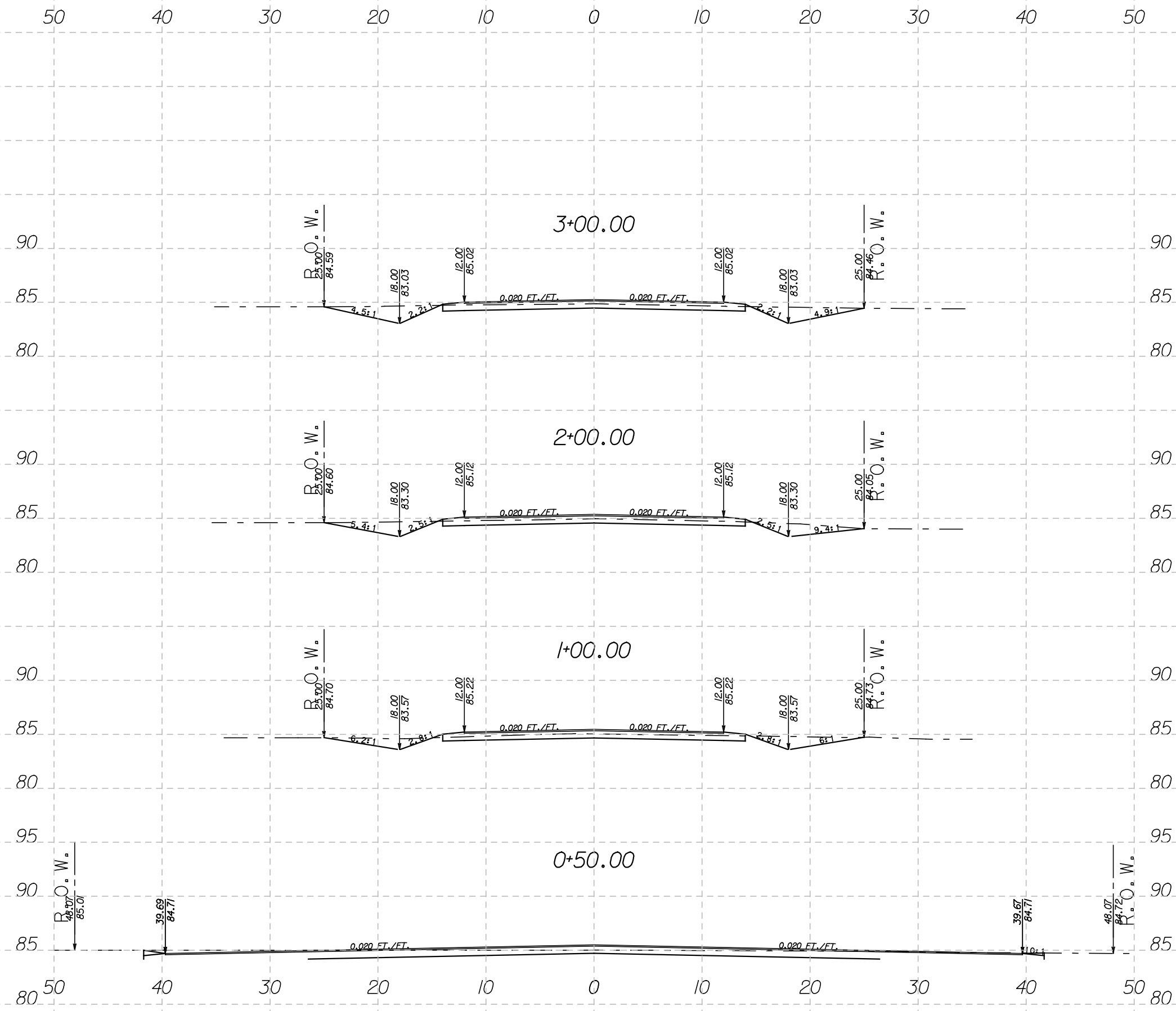
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SHEET 1 OF 1

FED. RD. DIV. NO. <b>6</b>	PROJECT NO.	SHEET NO. <b>14</b>
STATE <b>TEXAS</b>	DIST. <b>PHR</b>	COUNTY <b>HIDALGO</b>
CSJ	PCT <b>1</b>	HIGHWAY NO. <b>VARIOUS</b>

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

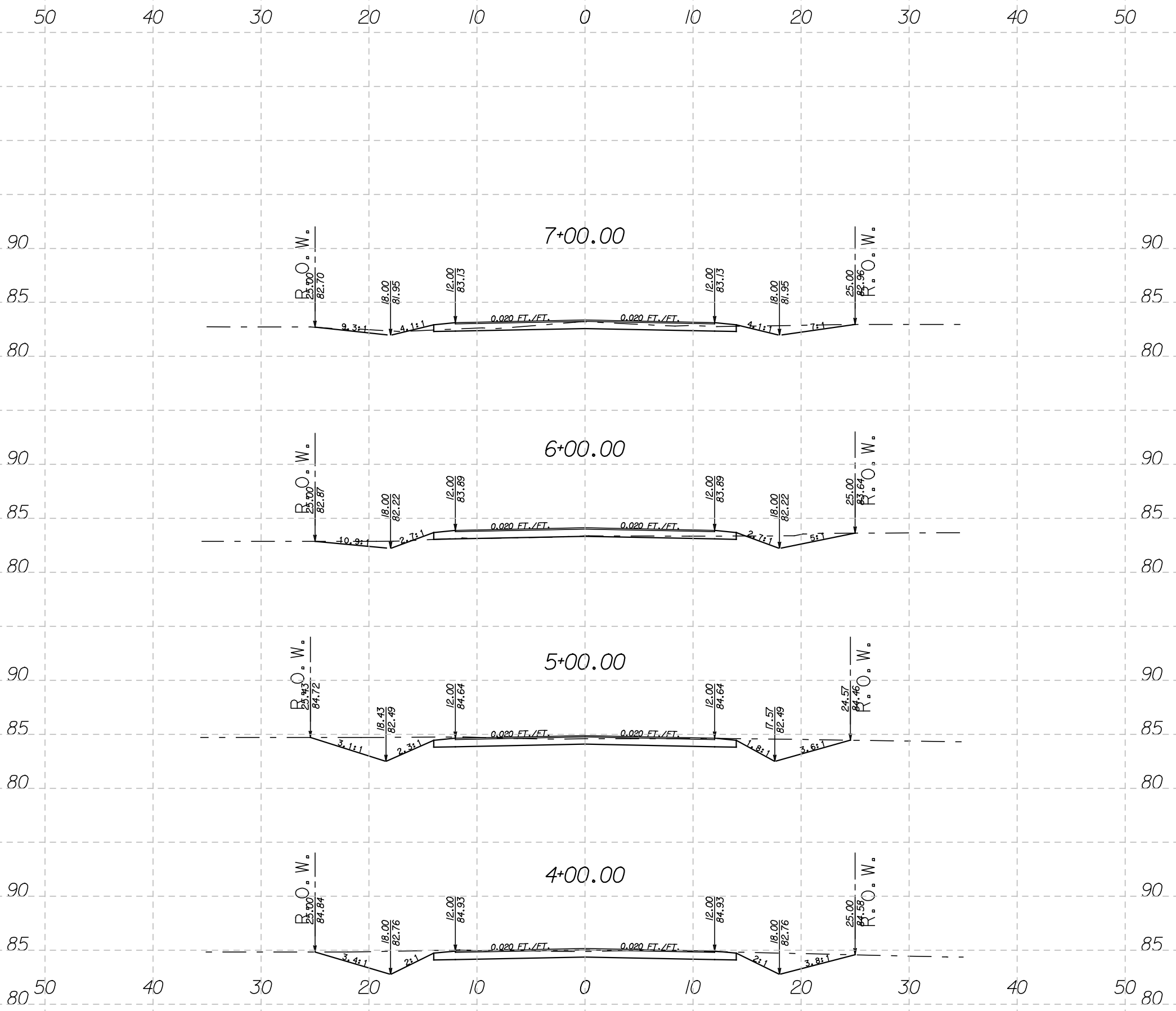
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**DIMAS 2 & 3**  
**DELAWARE ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 1 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 15	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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**HIDALGO COUNTY**

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 (936) 424-7898

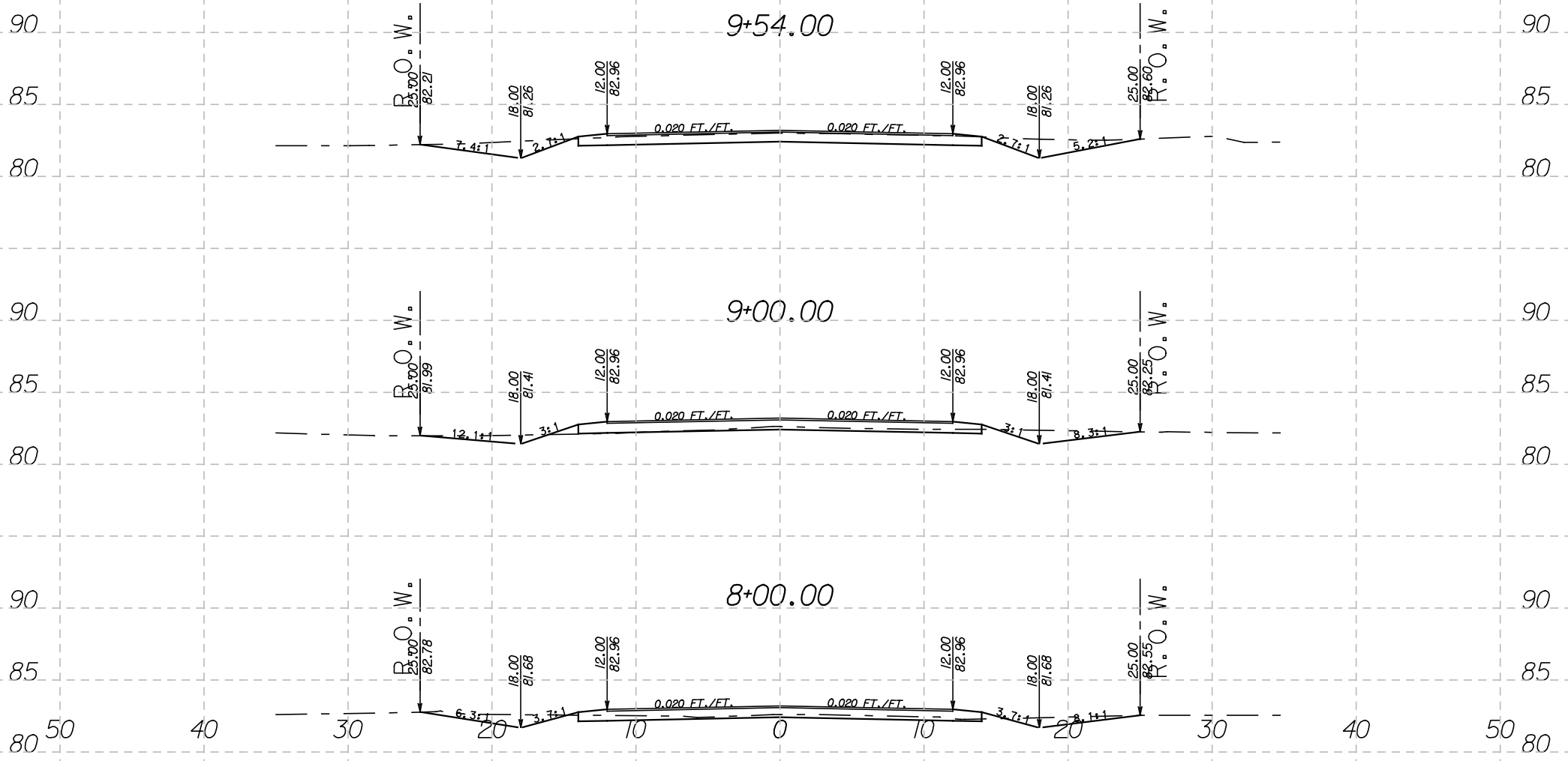
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**DELAWARE ROADWAY CROSS-SECTIONS**

N. T. S.		SHEET 2 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 16	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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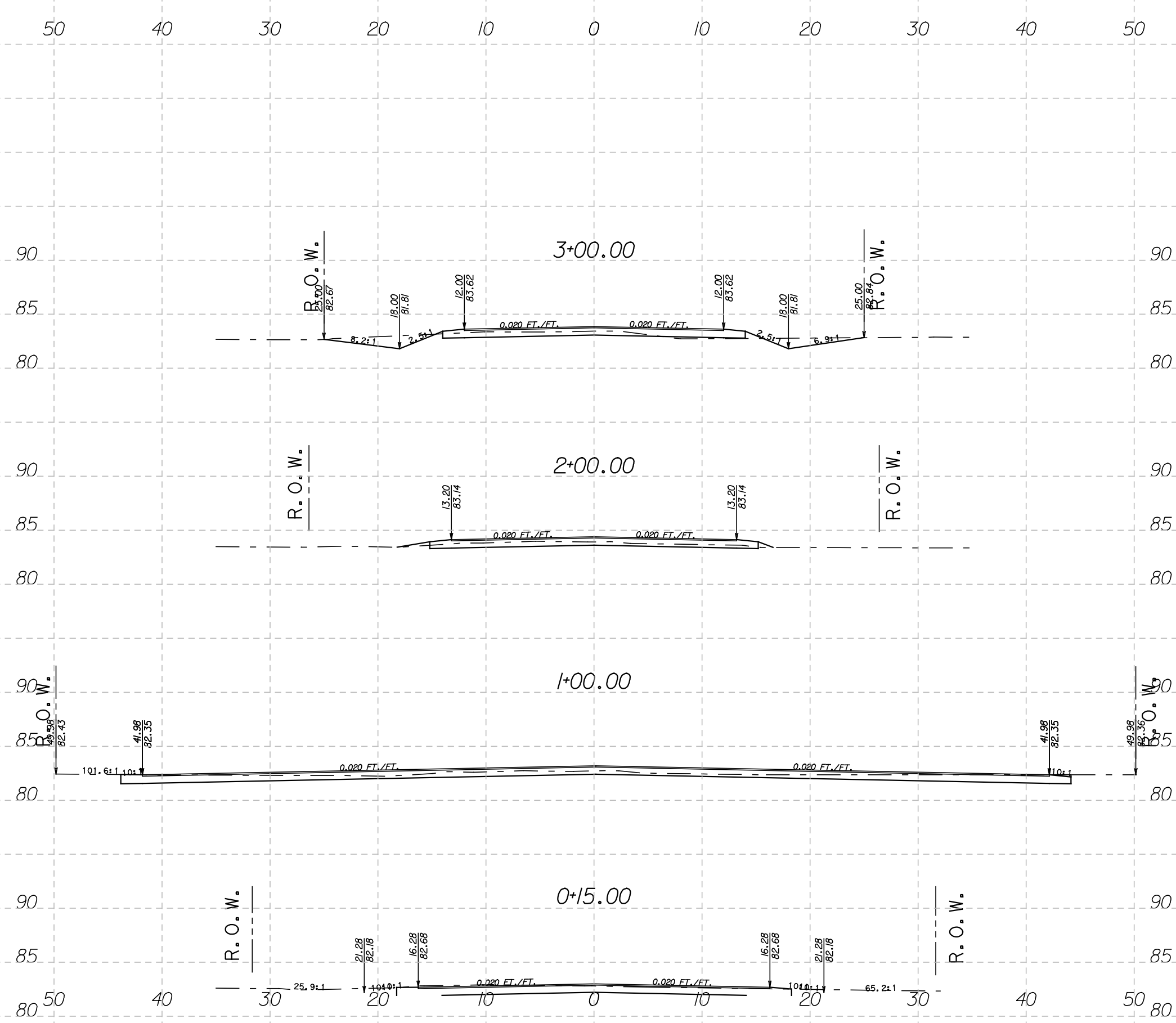
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**DIMAS 2 & 3**  
**DELAWARE ROADWAY CROSS-SECTIONS**

N. T. S.		SHEET 3 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 17	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

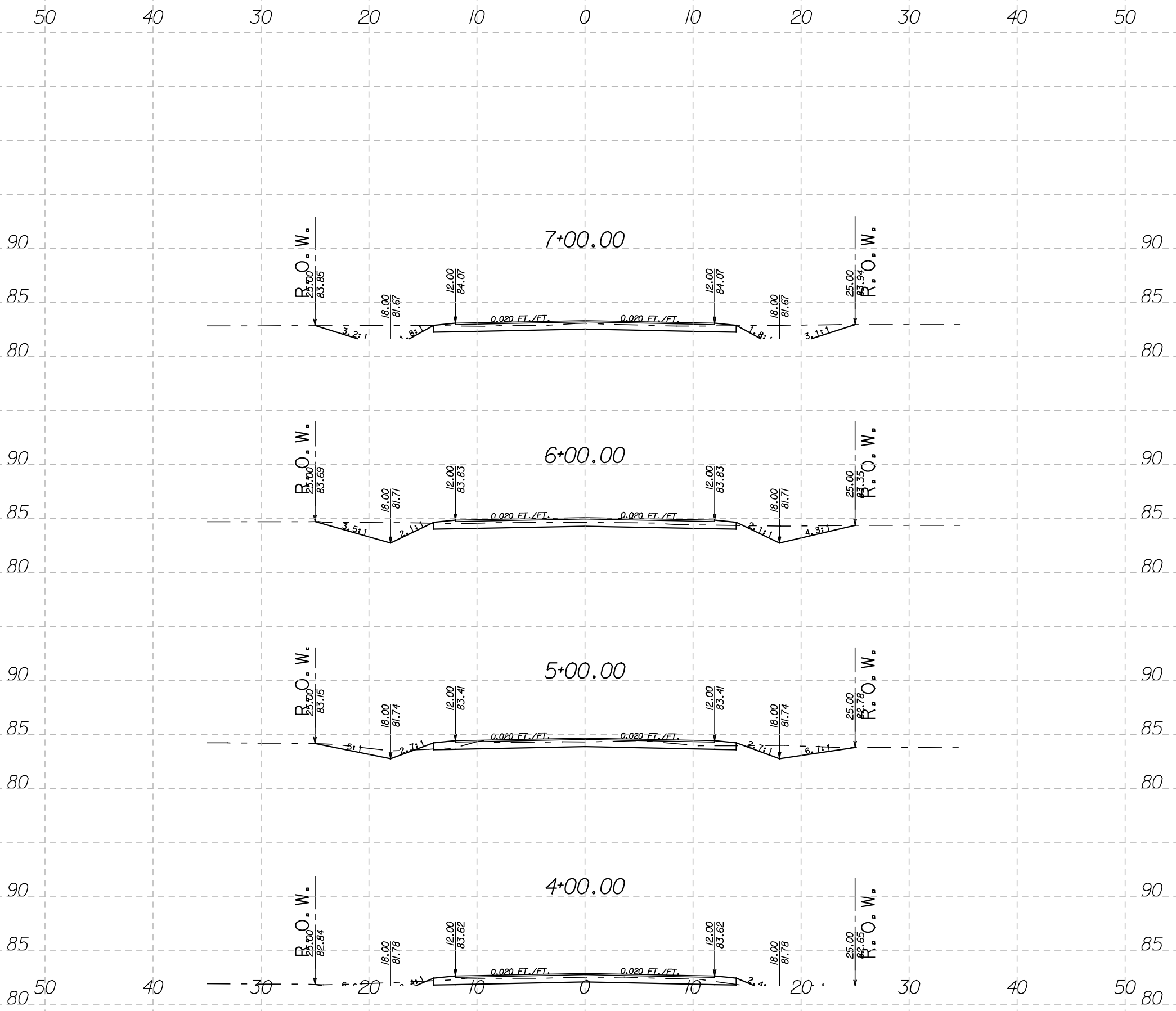
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**DIMAS 2 & 3**  
**CALIFORNIA**  
**ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 1 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 18	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

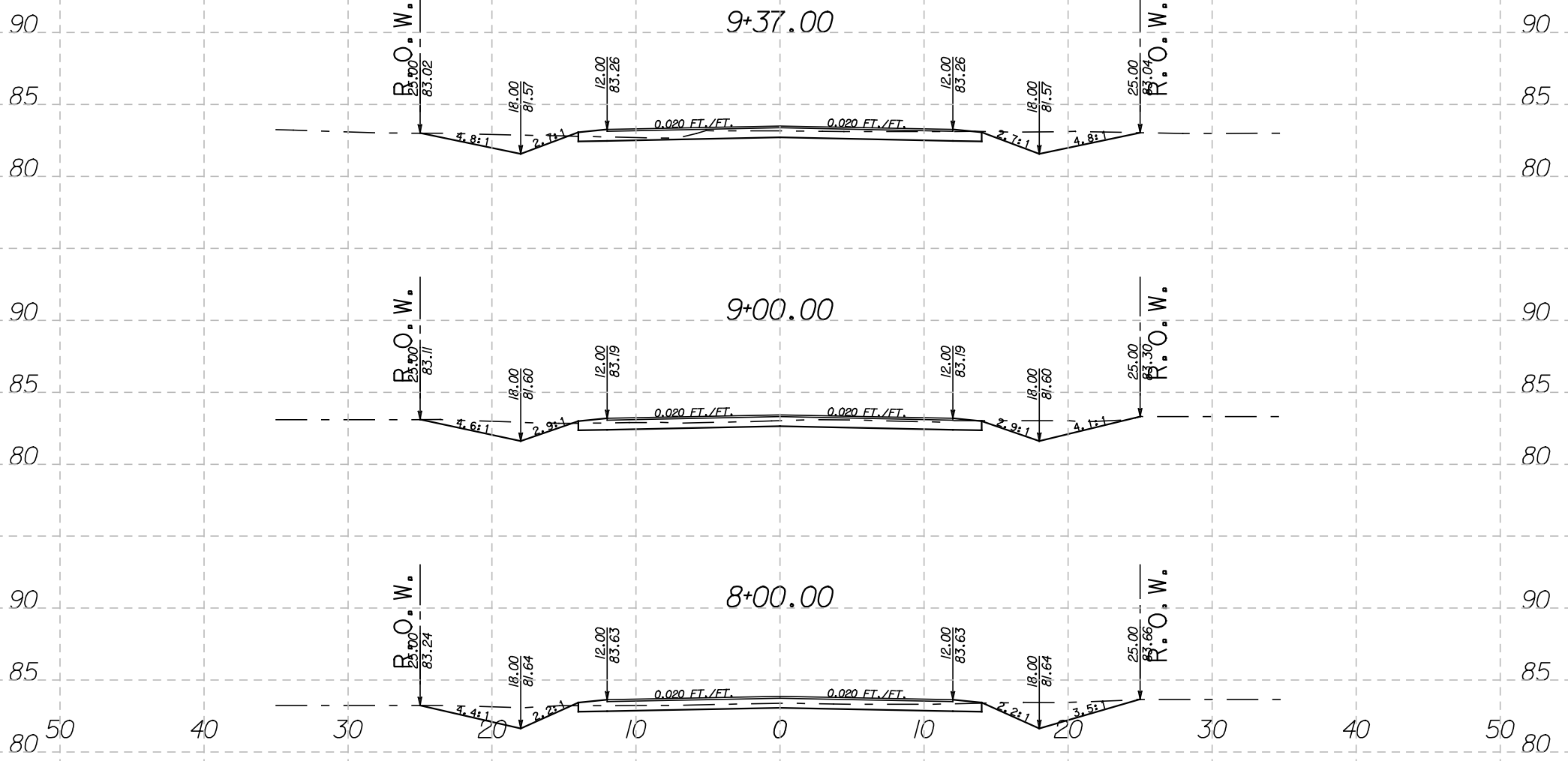
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**DIMAS 2 & 3**  
**CALIFORNIA**  
**ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 2 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 19	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	
2C-1080-230			

# FOR CONTRACTOR'S INFORMATION ONLY

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NO.	DATE	REVISION	APP.



**TEDSI INFRASTRUCTURE GROUP**  
*Consulting Engineers*  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898

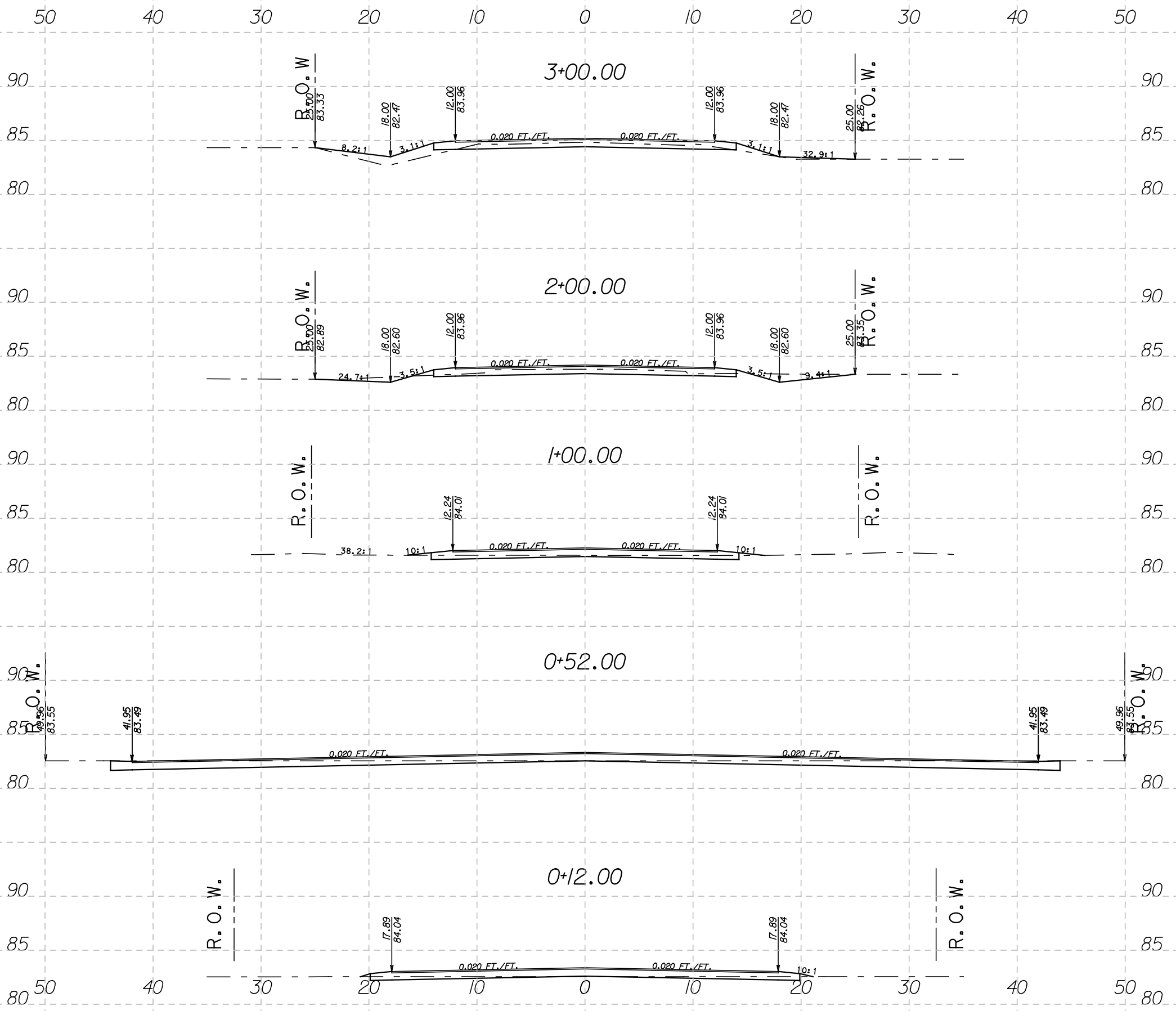
**DIMAS 2 & 3**  
**CALIFORNIA**  
**ROADWAY**  
**CROSS-SECTIONS**

N. T. S. SHEET 3 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 20
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898  
TBPE F-1640

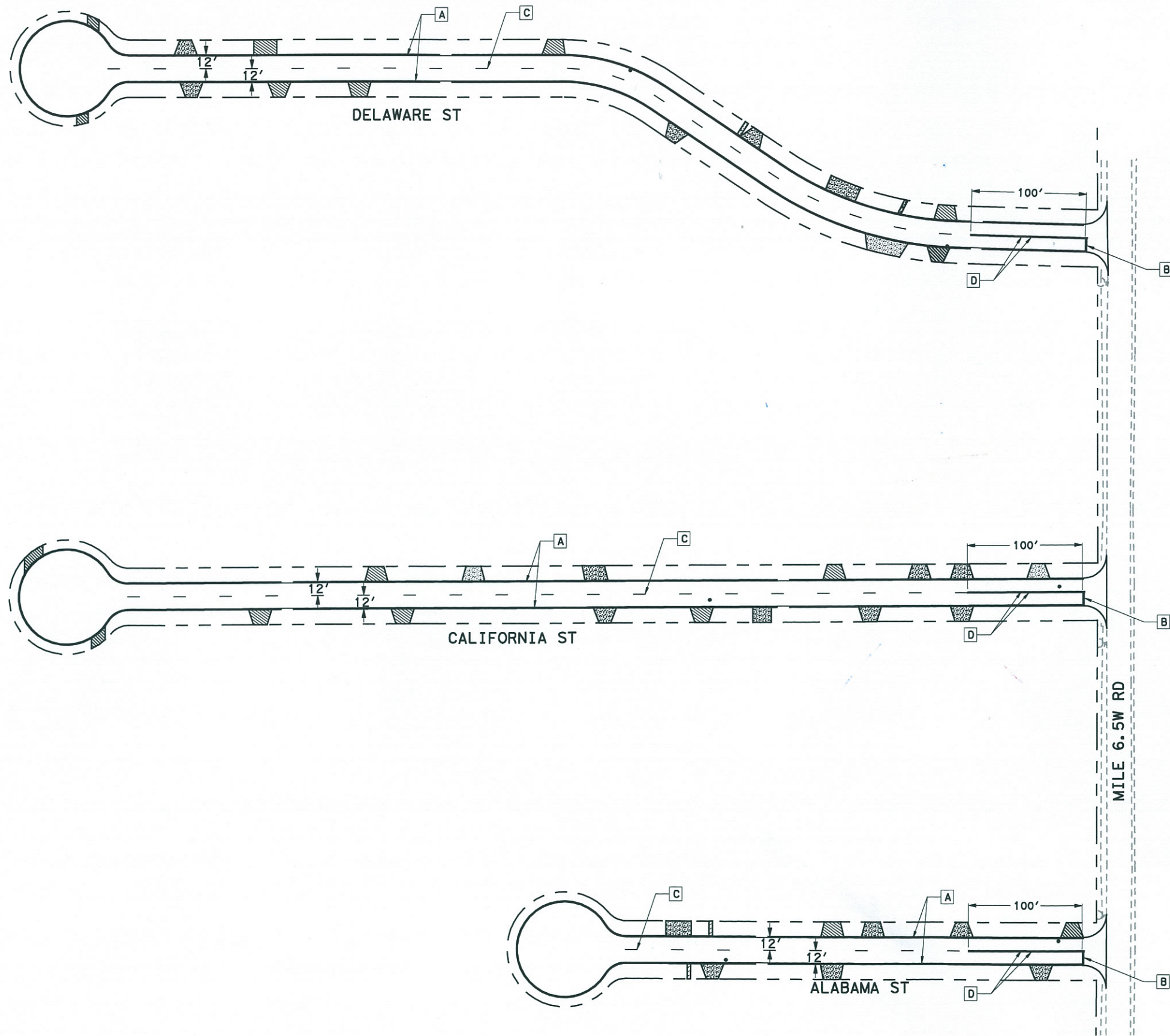
**DIMAS 2 & 3**  
**ALABAMA**  
**ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 1 OF 1	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 21	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

**PAVEMENT MARKINGS LEGEND**

(REFL PAV MRK TYPE I) (100 MIL)

- A (W) (04") (SLD)
- B (W) (24") (SLD)
- C (Y) (04") (BRK)
- D (Y) (04") (SLD)



NO.	DATE	REVISION	APP.
  03/19/2012			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> 1201 E. Expressway 83 Mission, Texas 78572 (936) 424-7898			
<b>DIMAS 2 &amp; 3</b>			
<b>PAVEMENT MARKINGS</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			22
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ		PCT	HIGHWAY NO.
2C-1080-230		1	VARIOUS

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SITE DESCRIPTION

PROJECT LIMITS: Bernal Heights Subdivision: Delaware St-99', California St-94', Alabama St-514'

PROJECT SITE MAPS: \*Project Location Map: Title Sheet (Sheet 1)  
\*Approx. Slopes Anticipated After Major Graddings and Areas of Soil Disturbance: Typ Sects (Sheet 5)  
\*Major Controls and Locations of Stabilization Practices: SW3P Site Map Sheets (Sheets 8-12)  
\*Project Specific Locations: To be specified by Project Field Office and located in the Project SW3P File

PROJECT DESCRIPTION: Construction will consist of hot mix asphalt, flexible base, subgrade and roadside ditches.

MAJOR SOIL DISTURBING ACTIVITIES: Roadway reconstruction

TOTAL PROJECT AREA: 3.04 Acres

TOTAL AREA TO BE DISTURBED: 3.04 Acres (100%)

WEIGHTED RUNOFF COEFFICIENT: Before Construction: 0.49  
After Construction: 0.62

EXISTING CONDITION OF SOIL & VEGETATIVE Existing asphalt roadway (32%), Short grass between edge of pavement and ROW (68%)

NAME OF RECEIVING WATERS: Drainage from site drains into the IBWC Levee System which eventually empties into the lower Laguna Madre.

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORICAL PROPERTY:

A. No Endangered Species, Designated Critical Habitat or Historic Property has not been found on this project site.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T TEMPORARY SEEDING
- MULCHING (Hay or Straw)
- BUFFER ZONES
- PLANTING
- SEEDING
- SODDING
- PRESERVATION OF NATURAL RESOURCES
- FLEXIBLE CHANNEL LINER
- RIGID CHANNEL LINER
- SOIL RETENTION BLANKET
- COMPOST MANUFACTURED COMPOST
- OTHER: (Specify Practice)

STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T SILT FENCES
- HAY BALES
- ROCK FILTER DAMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- DIVERSION DIKE AND SWALE COMBINATIONS
- PIPE SLOPE DRAINS
- PAVED FLUMES
- ROCK BEDDING AT CONSTRUCTION EXIT
- TIMBER MATTING AT CONSTRUCTION EXIT
- CHANNEL LINERS
- SEDIMENT TRAPS
- SEDIMENT BASINS
- STORM INLET SEDIMENT TRAP
- STONE OUTLET STRUCTURES
- CURBS AND GUTTERS
- STORM SEWERS
- VELOCITY CONTROL DEVICES
- OTHER: (Specify Practice)

STORM WATER MANAGEMENT:

Storm water drainage is provided by existing open ditches and culverts. System will carry drainage within the ROW to designated outfalls

STORM WATER MANAGEMENT ACTIVITIES:

The order of activities will be as follows:  
1.- Install perimeter controls, clear R.O.W. on side where construction will take place, and make required utility adjustments  
2. Install proposed culverts, Install sediment control fence as specified in plans.  
3. Construct proposed roadway.  
4. Once all construction activity is complete, permanent seeding on proposed areas shall be done according to plans or as instructed by the engineer.

NON-STORM WATER MANAGEMENT DISCHARGES:

Non-storm water discharges should be filtered, or held in retention basins, before being allowed to mix with storm water. These discharges consist of non-polluted ground water, spring water, foundation and/or footing drain water, and water used for dust control, pavement washing and vehicle wastewater containing no detergents.

OTHER REQUIREMENTS & PRACTICES

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.

INSPECTION: For areas of the construction site that have not been finally stabilized, area used for storage of materials, structural control measures, and locations where vehicles enter or exit the site, personnel provided by the permittee and familiar with the SW3P must inspect disturbed areas at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event 0.5 inches or greater.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

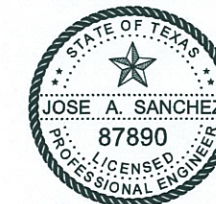
HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING: The Contractor shall be required, on a regular basis or as may be directed by the Engineer, to dampen haul roads for dust control, stabilize construction entrances and to remove excess dirt from the roadway.

MANAGEMENT PRACTICES: (Example Below - May be used as applicable, revised or expanded)  
1. Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed.  
2. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.  
3. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, or debris or other obstructions placed during construction operations that are not a part of the finished work.

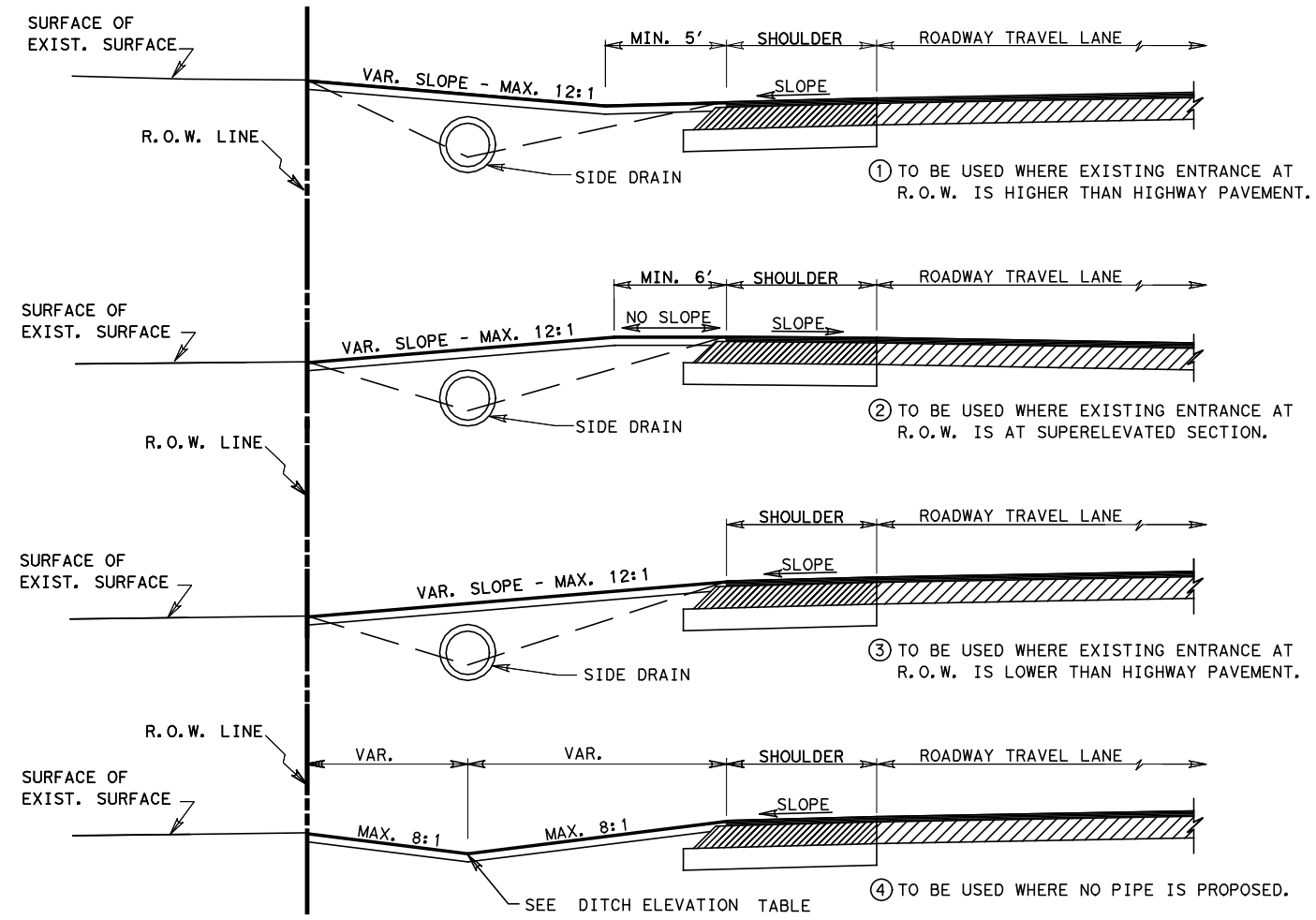
OTHER:  
1. Construction materials stored on site to be provided by Project Field Office.  
2. The project SW3P File located at the project field office shall contain the Small Construction Site Notice and any additional permits required by T.E.C.G.



*[Handwritten Signature]*  
 03/19/2012

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**TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)**

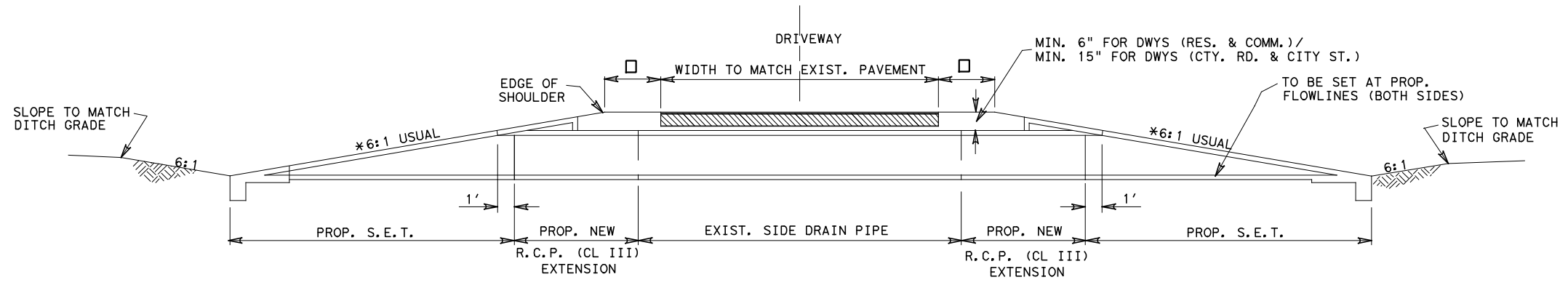
REV. 4/04		SW3P.DGN	
FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.	
6		23	
STATE	DIST.	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
2C	1080	230	VARIOUS



**NOTES:**


- ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.
- ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.
- ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.
- EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.
- PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.
- 114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH  
171 #/SY ACP (COMPACTED) IS EQUAL TO 1/2 IN. DEPTH.
- SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
- SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.
- AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.
- THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

**TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G**



- - 1' MIN. ON DRIVEWAYS (RES. & COMM.)  
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)
- \* - 6:1 SLOPE USUAL  
UNLESS OTHERWISE NOTED ON PLANS

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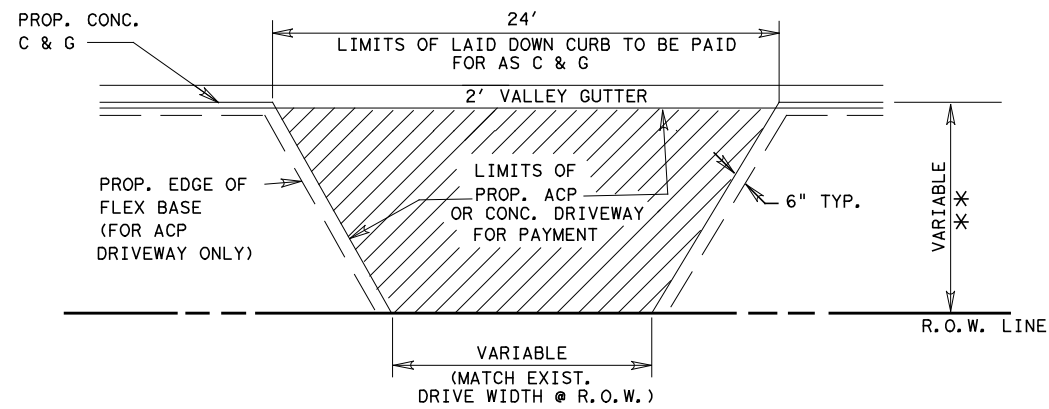


**TEXAS DEPARTMENT OF TRANSPORTATION**

**DRIVEWAY  
PROFILE DETAILS**

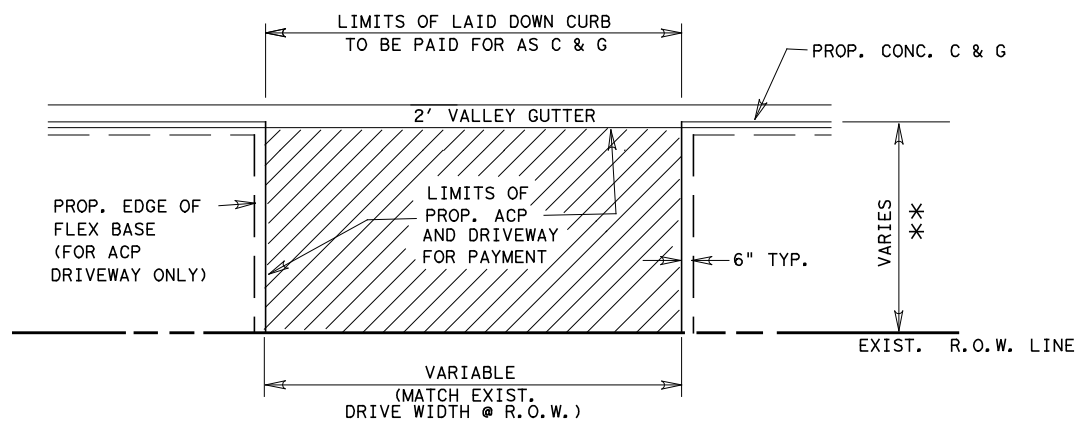
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STATE AID PROJECT NO.	FILE NO.	SHEET NO.					
6		24					
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.	
TEXAS	PHR	HIDALGO	2C	1080	230	VARIOUS	

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH LESS THAN 24')

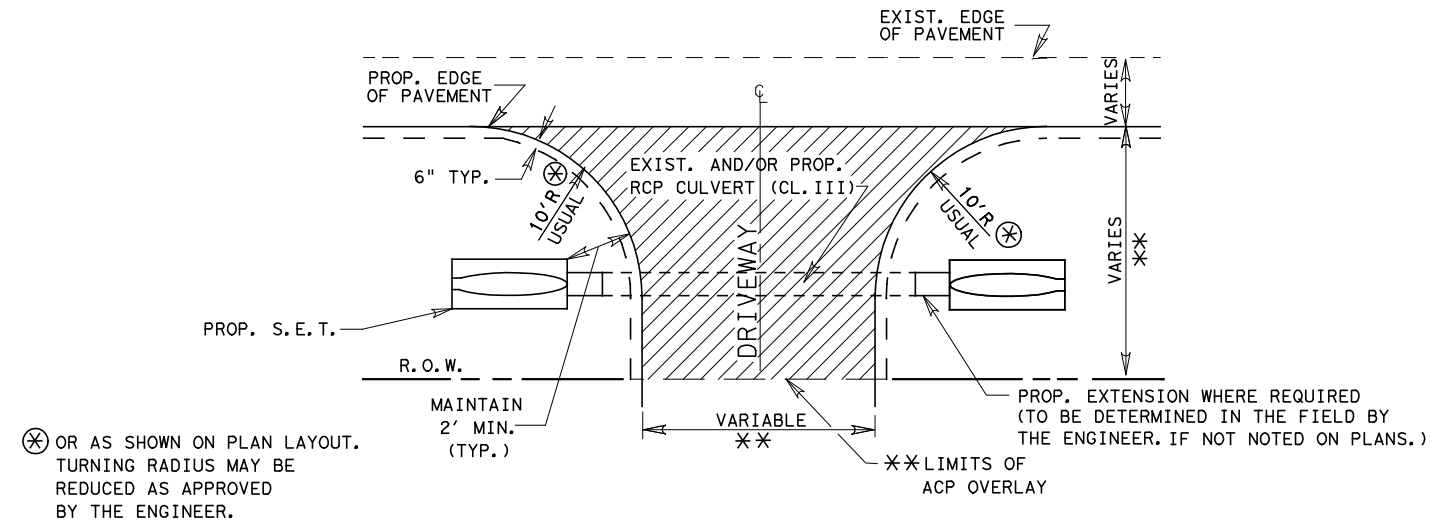
\*\* SEE P&P SHEETS



PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

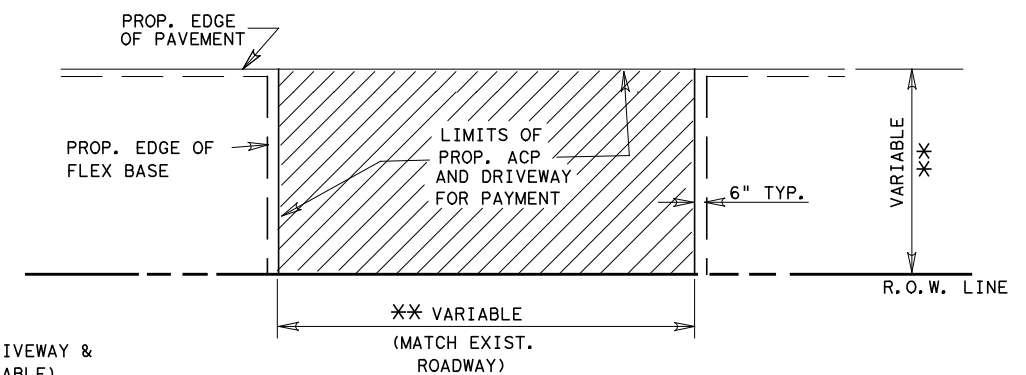
N. T. S.

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

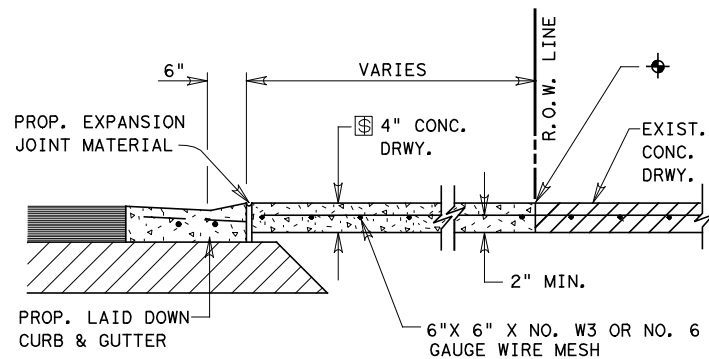
\*W/DRIVEWAY WIDTH LESS THAN 24'



PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER

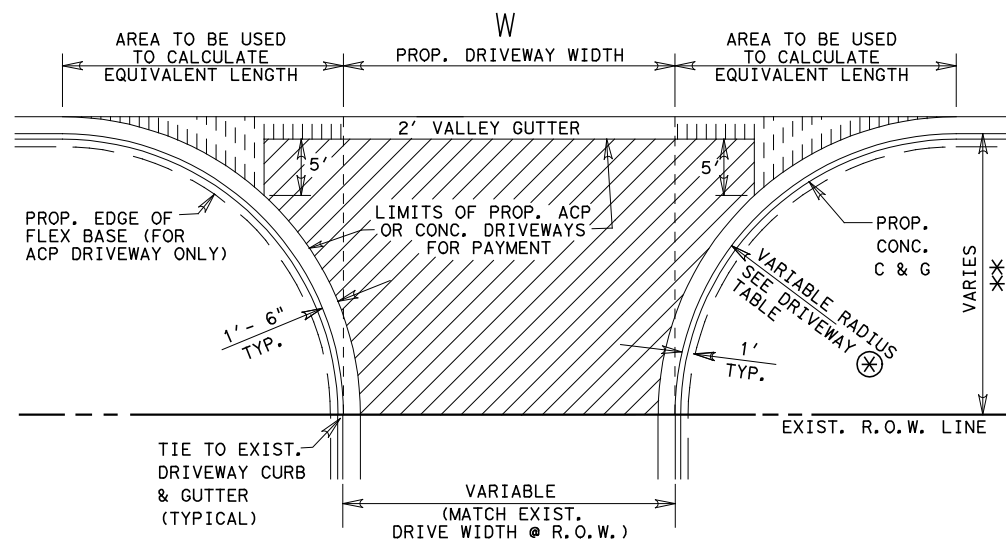


TYPICAL CONCRETE DRIVEWAY SECTION

◆ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

Ⓢ 6" FOR COMMERCIAL DRIVES

N. T. S.



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N. T. S.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2')
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

- TY PRB-1  
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY "D")
- TY PB-1  
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.
- TY P1  
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY "D".

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TEXAS DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY DETAILS**  
**PRIVATE**  
**(RESIDENTIAL-COMMERCIAL)**

REV. 4/05	DRIVEWAY2.DGN		
FED. RD. DIV. NO. 6	PROJECT NO.	FILE NO.	SHEET NO. 25
STATE TEXAS	STATE DIST. NO. PHR	COUNTY HIDALGO	CONT. 2C
		SECT. 1080	JOB 230
			HIGHWAY NO. VARIOUS

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Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
 Traffic Operations Division - TE  
 Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

- Compliant Work Zone Traffic Control Devices List (CWZTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Standard Highway Sign Designs for Texas (SHSD)  
<http://www.txdot.gov/publications/traffic.htm>
- Traffic Engineering Standard Sheets  
<http://www.txdot.gov/business/disclaim.htm>
- Material Producer List  
[http://www.txdot.gov/business/producer\\*list.htm](http://www.txdot.gov/business/producer*list.htm)
- Departmental Material Specifications (DMS)  
[http://www.txdot.gov/services/construction/material\\*specifications/](http://www.txdot.gov/services/construction/material*specifications/)
- Roadway Design Manual  
[http://www.txdot.gov/services/general\\*services/manuals.htm](http://www.txdot.gov/services/general*services/manuals.htm)



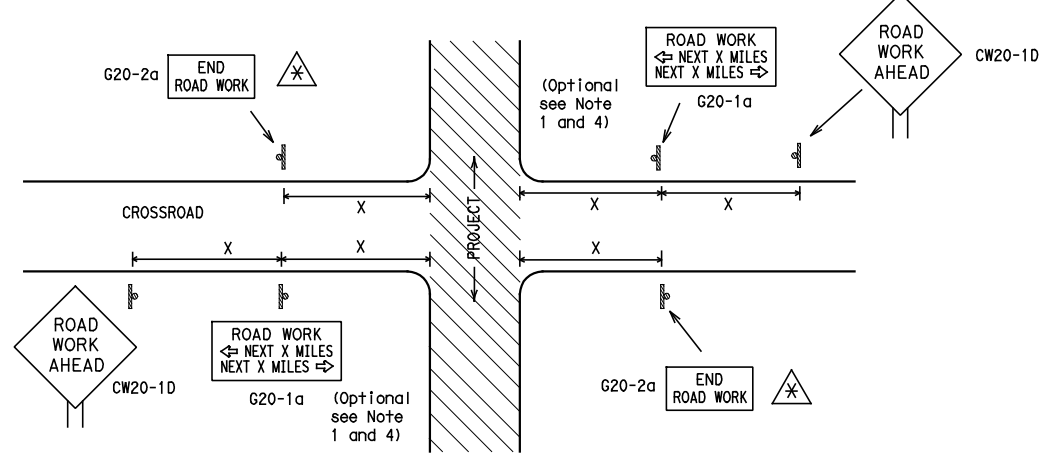
**BARRICADE AND CONSTRUCTION  
 GENERAL NOTES  
 AND REQUIREMENTS**

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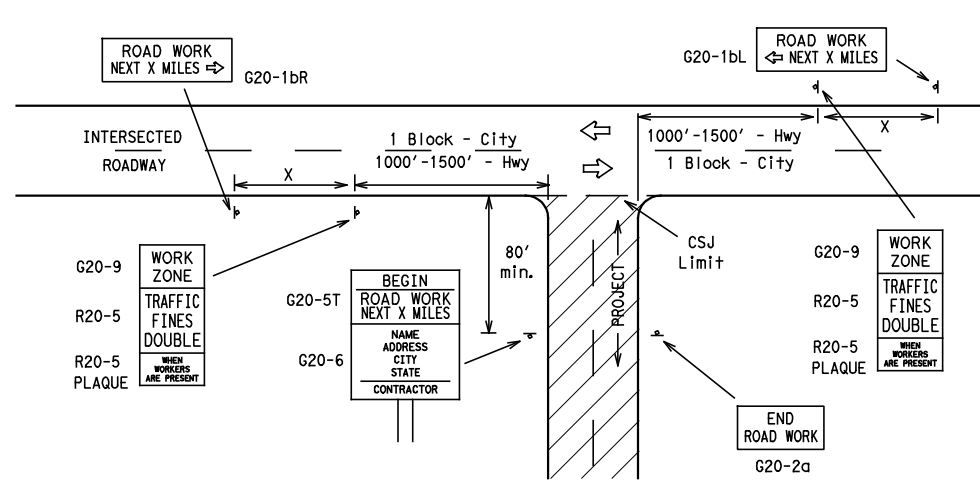
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**TYPICAL LOCATION OF CROSSROAD SIGNS**



- May be mounted on back of CW20-10 sign with approval of engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a CW20-10 ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
  - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-10) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (G20-2a) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
  - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  - The G20-1a sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
  - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

**T-INTERSECTION**



**CSJ LIMITS AT T-INTERSECTION**

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-Intersection the Contractor shall place the G20-6 "Contractor Name" sign behind the Type III Barricades for the road closure (see BC(10) also). The G20-1bL and G20-1bR signs shall be replaced by the detour signing called for in the plans.

**TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING**<sup>1,5,6</sup>

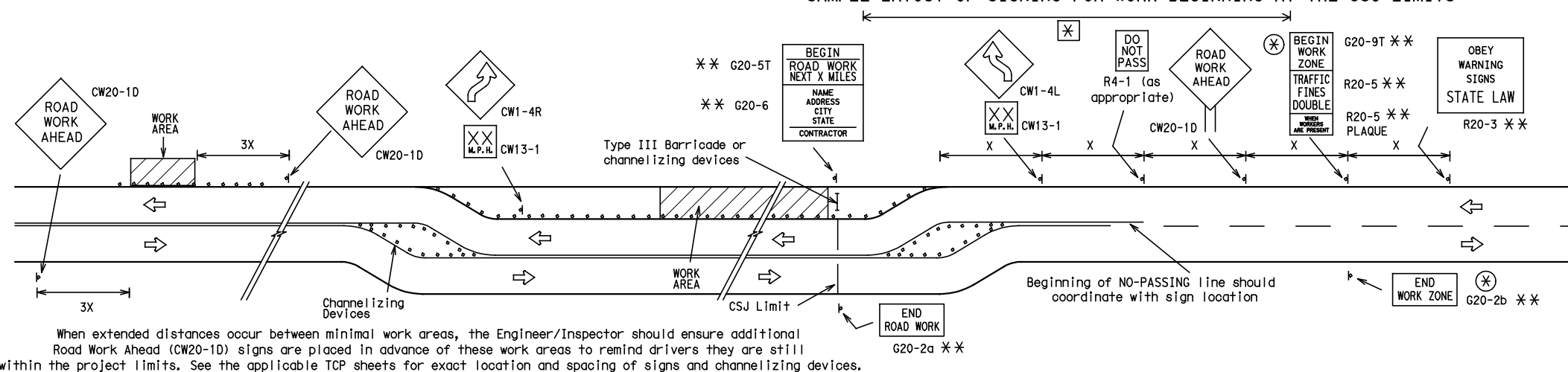
Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed MPH	Sign Spacing "x" (Feet (Apprx.))
CW20 CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	35	160
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	40	240
			45	320
			50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
			*	*

\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.  
 Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

**General Notes:**

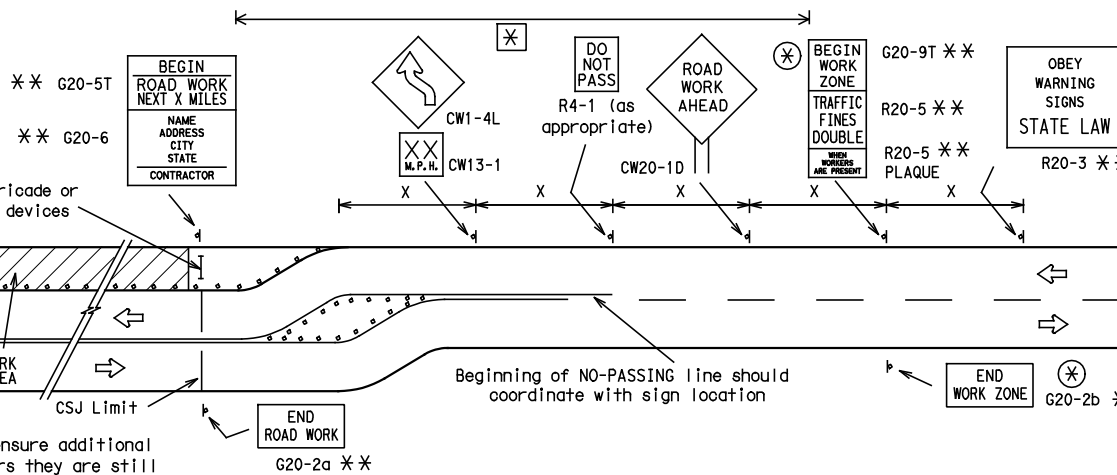
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" ROAD WORK AHEAD (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

**WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS**

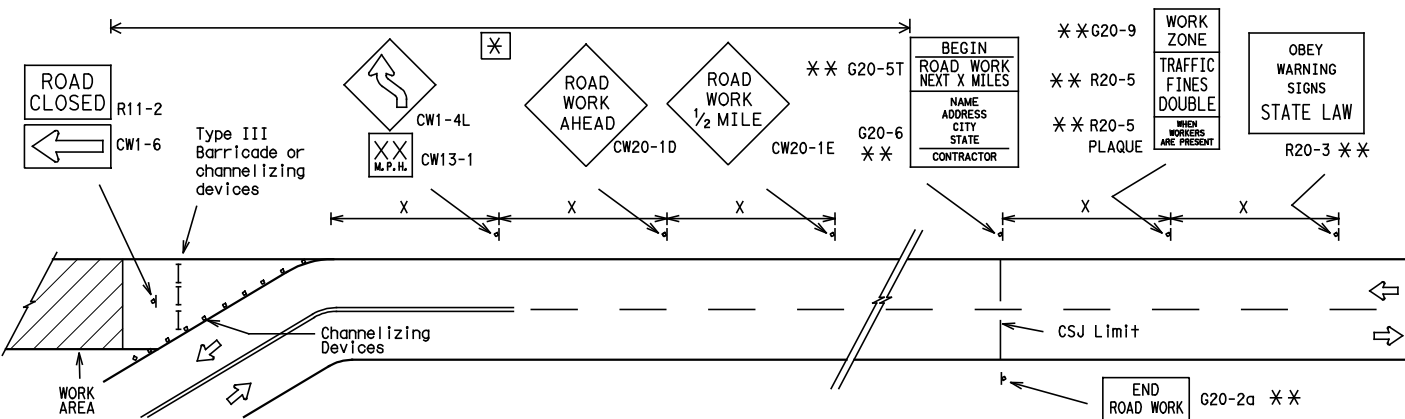


When extended distances occur between minimal work areas, the Engineer/Inspector should ensure additional Road Work Ahead (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS**



**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS**

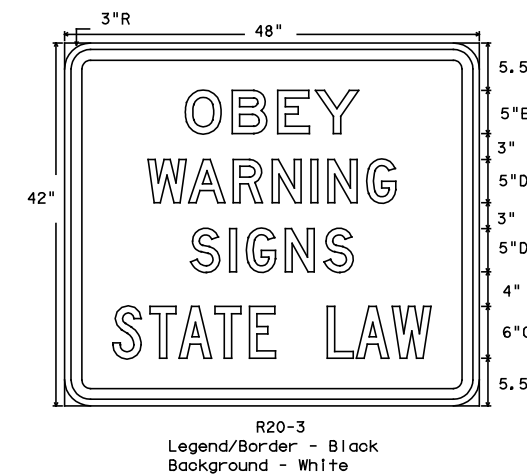


**NOTES**

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and G20-5T sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- ⊗ The G20-9T and G20-2b shall be used when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a work zone where traffic fines may double if workers are present.
- \*\* Required CSJ Limit signing. See Note 10 on BC(1).
- ⊗ Area for placement of "ROAD WORK AHEAD" sign and other signs or devices as called for on the Traffic Control Plan.

**LEGEND**

- ⊗ sign
- Channelizing Devices
- I Type III Barricade
- X See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.



Texas Department of Transportation  
 Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

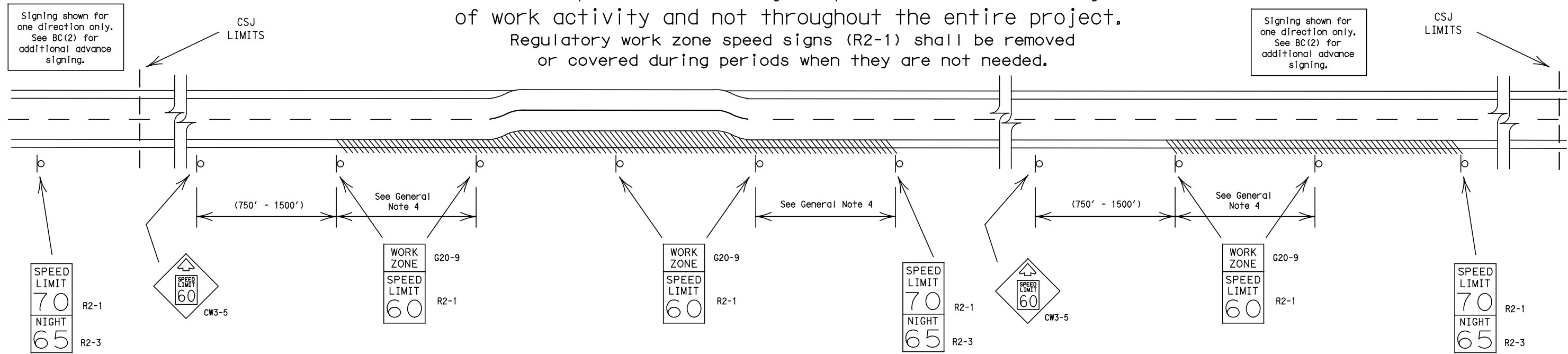
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# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.

Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 15 feet of pavement edge or actually on the pavement.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

## GENERAL NOTES:

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 

40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the CW3-5 sign, G20-9 plaque and the R2-1 and R2-3 signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
- Techniques that may help reduce traffic speeds include but are not limited to:
  - Law enforcement.
  - Flagger stationed next to sign.
  - Portable changeable message sign (PCMS).
  - Low-power (drone) radar transmitter.
  - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.



## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD

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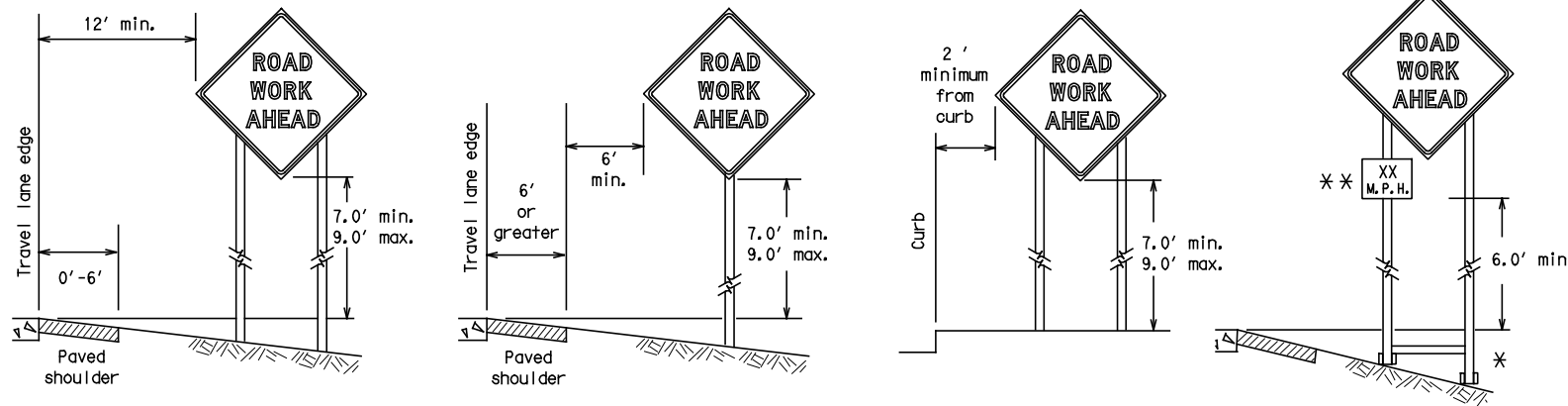
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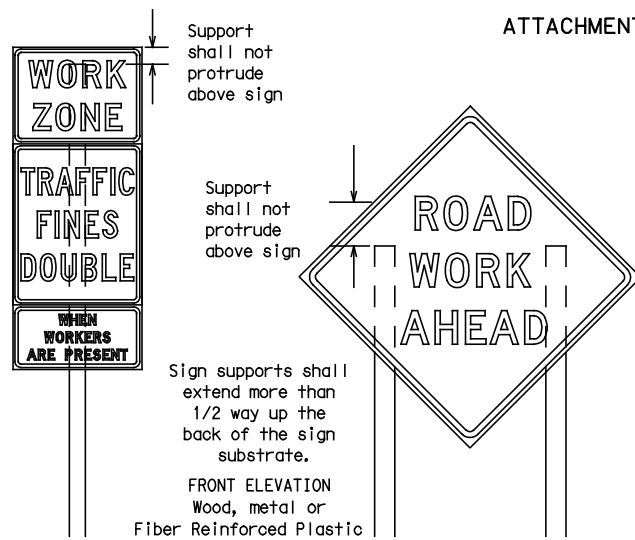
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



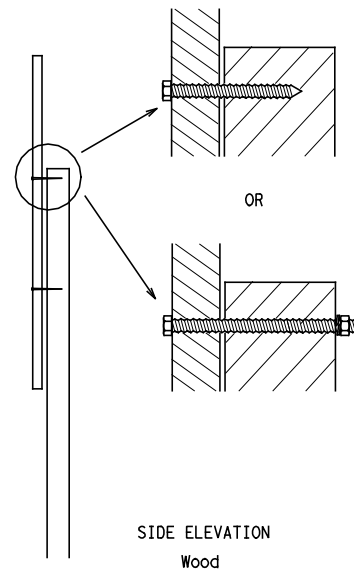
\* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

\*\* When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.



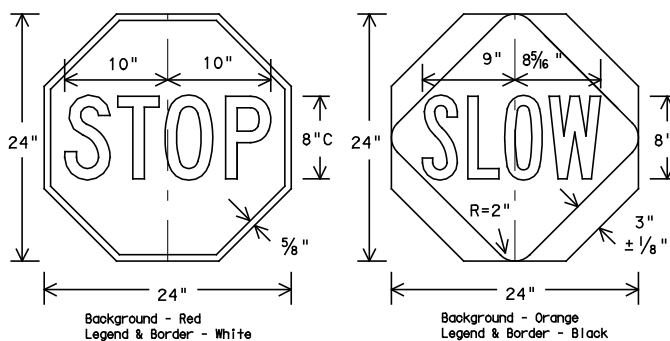
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails will NOT be allowed.

Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

- STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
- When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
- STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
- Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

- Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
- When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
- When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
- If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
- Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
  - Wooden sign posts shall be painted white.
  - Barricades shall NOT be used as sign supports.
  - Nails shall NOT be used to attach signs to any support.
  - All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
  - The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
  - The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
  - The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
  - Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
  - The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.
- DURATION OF WORK (as defined by the Texas Manual on Uniform Traffic Control Devices) Part 6)**
- The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
  - Long-term stationary - work that occupies a location more than 3 days.
  - Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
  - Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
  - Short, duration - work that occupies a location up to 1 hour.
  - Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

- The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
- The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday, or raised to appropriate Long-term/Intermediate sign height.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

- The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
- The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

SIGN SUBSTRATES

- The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

- All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
- White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
- Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
- Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
- Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact.
- Rubber (such as tire inner tubes) shall NOT be used for sandbags.
- Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.



BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD

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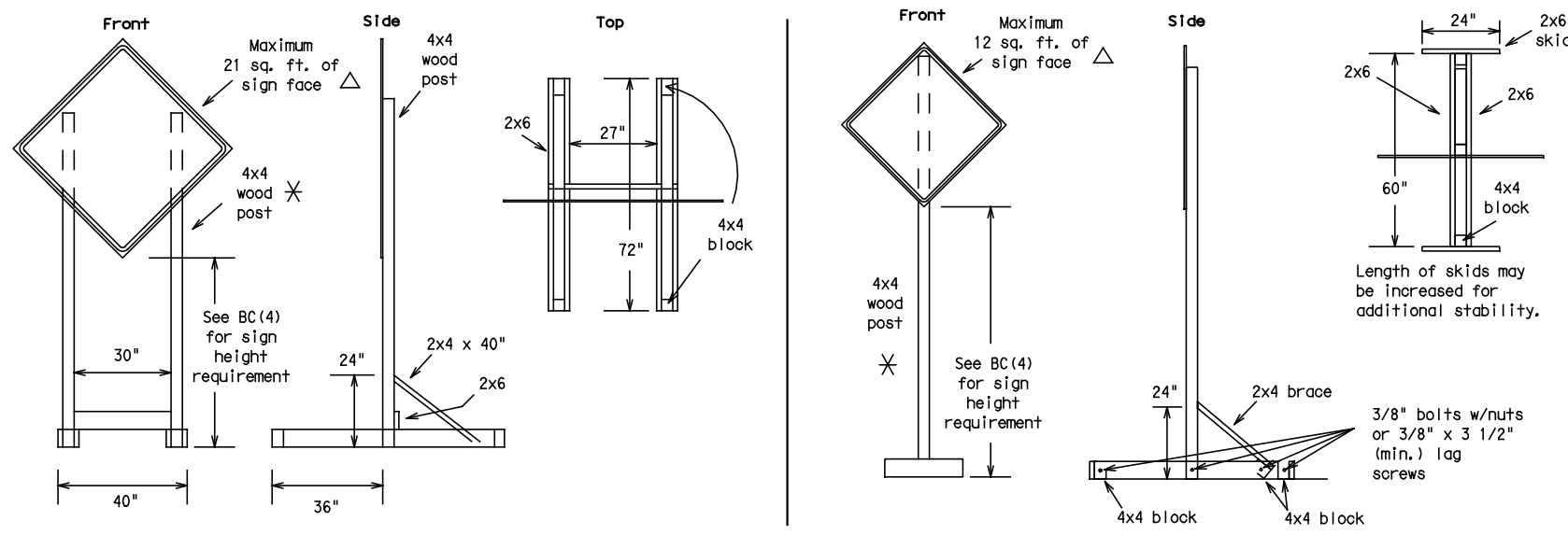
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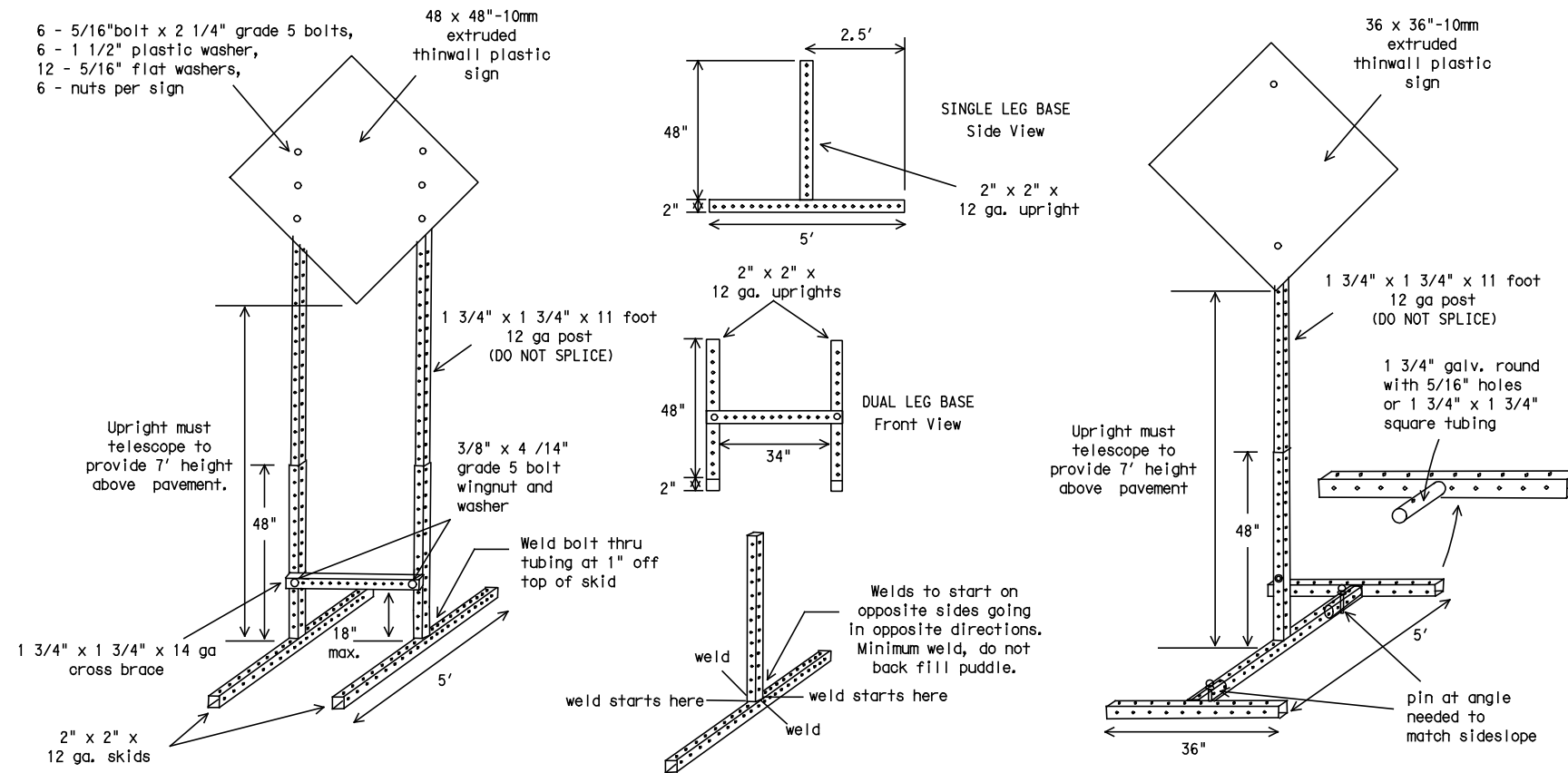
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## SKID MOUNTED WOOD SIGN SUPPORTS

### LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

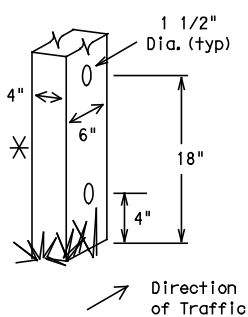


## SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



## WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).



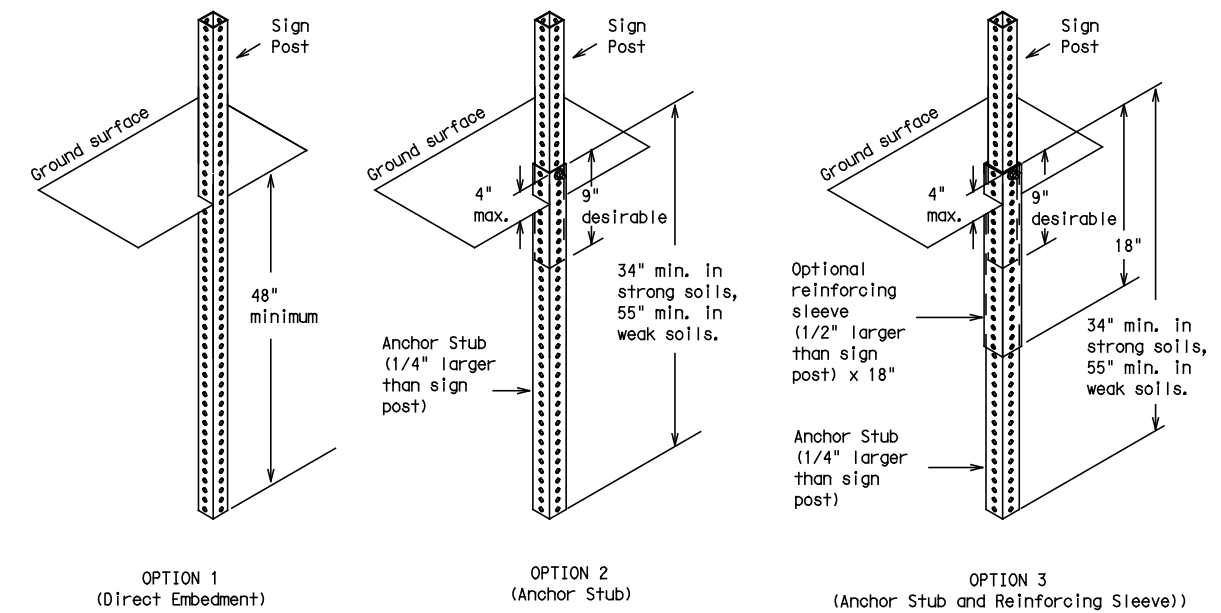
## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	No. of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

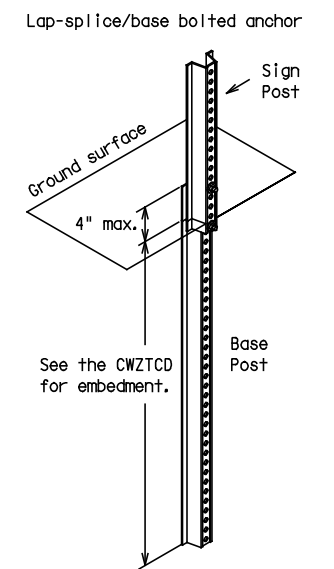
## GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

### PERFORATED SQUARE METAL TUBING



### WING CHANNEL



### GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✱ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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## BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

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PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 720 feet. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Word or Phrase	Abb.	Word or Phrase	Abb.
Access Road	ACCS RD	Major	MAJ
Air Quality	AIR QLT	Miles	MI
Alternate	ALT	Miles Per Hour	MPH
Avenue	AVE	Minor	MNR
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Cannot	CANT	Northbound	(route) N
Center	CNTR	Parking	PKING
Construction Ahead	CONST AHEAD	Parking Lot	PRK LOT
Detour Route	DETOUR RTE	Road	RD
Do Not	DONT	Right Lane	RGT LN
East	E	Saturday	SAT
Eastbound	(route) E	Service Road	SERV RD
Emergency	EMER	Shoulder	SHLDR
Emergency Vehicle	EMER VEH	Slippery	SLIP
Entrance, Enter	ENT	South	S
Express Lanes	EXP LANE	Southbound	(route) S
Expressway	EXPWY	Speed	SPD
XXXX Feet	XXXX FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Temporary	TEMP
Friday	FRI	Thursday	THURS
Hazardous Driving	HAZ DRIVING	To Downtown	TO DWN TN
Hazardous Material	HAZMAT	Traffic	TRAF
High-Occupancy Vehicle	HOV	Travelers	TRV LRS
Highway	HWY	Tuesday	TUES
Hours	HR	Time Minutes	TIME MIN
Information	INFO	Upper Level	UPPR LVL
It Is	ITS	Vehicle	VEH
Junction	JCT	Warning	WARN
Left	LFT	Wednesday	WED
Left Lane	LFT LN	Weight Limit	WT LIMIT
Lane Closed	LN CLSD	West	W
Lower Level	LOWR LVL	Westbound	(route) W
Maintenance	MAINT	Wet Pavement	WET PVMT
		Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number  
 WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List		Other Condition List	
FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT *
XXXXXXXXX BLVD CLOSED			

\* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Application Guidelines

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List		Location List	Warning List	** Advance Notice List
MERGE RIGHT	FORM X LINES RIGHT	AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM-X PM
DETOUR NEXT X EXITS	USE XXXXX RD EXIT	BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH	APR XX-XX X PM-X AM
USE EXIT XXX	USE EXIT I-XX NORTH	NEXT X MILES	MINIMUM SPEED XX MPH	BEGINS MONDAY
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N	PAST US XXX EXIT	ADVISORY SPEED XX MPH	BEGINS MAY XX
TRUCKS USE US XXX N	WATCH FOR TRUCKS	XXXXXXXXX TO XXXXXXXX	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
WATCH FOR TRUCKS	EXPECT DELAYS	US XXX TO FM XXXX	USE CAUTION	NEXT FRI-SUN
EXPECT DELAYS	PREPARE TO STOP		DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	END SHOULDER USE		DRIVE WITH CARE	NEXT TUE AUG XX
USE OTHER ROUTES	WATCH FOR WORKERS			TONIGHT XX PM-XX AM
STAY IN LANE *				

\*\* See Application Guidelines Note 6.

Wording Alternatives

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the CW20-7a Flagger Symbol, are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow panel provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.



BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) STANDARD

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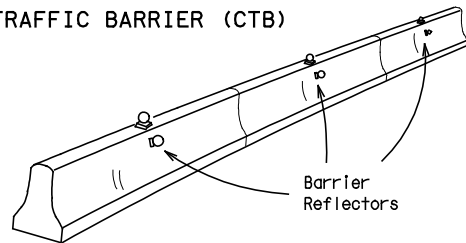
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## BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

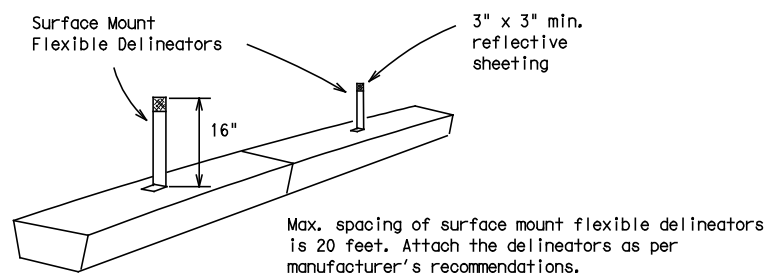
- Barrier Reflectors shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors (Type C Delineators) can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 502.

### CONCRETE TRAFFIC BARRIER (CTB)

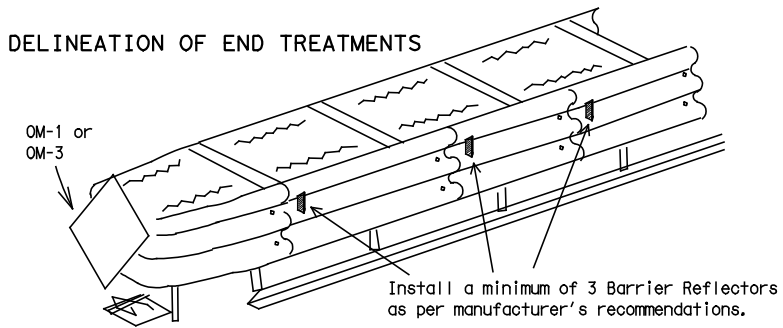


- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented. Yellow Barrier Reflectors shall be made with Type E Fluorescent Prismatic Yellow Retroreflective Sheeting. White reflectors shall be made with Type D White Prismatic sheeting.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

### LOW PROFILE CONCRETE BARRIER (LPCB)



### DELINEATION OF END TREATMENTS



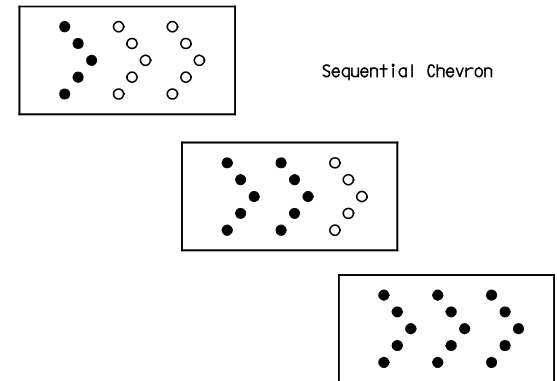
	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
DELINEATION	OM-1	OM-3 or Vertical Panel

**END TREATMENTS FOR CTB'S USED IN WORK ZONES**

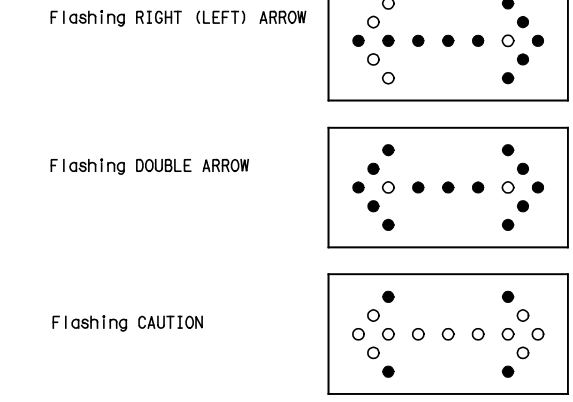
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

## TYPICAL FLASHING ARROW PANEL

Arrow Panels may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.



- The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
- The Flashing Arrow Panel should be able to display the following symbols:



TYPE	REQUIREMENTS		MINIMUM VISIBILITY DISTANCE
	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

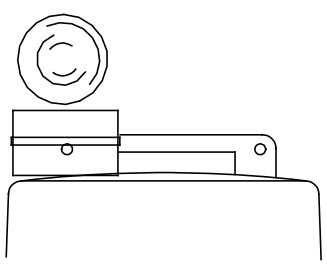
**ATTENTION:** Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

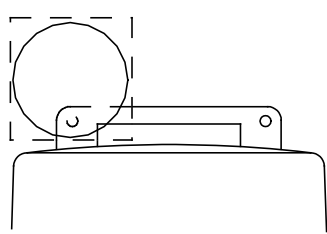
- The "CAUTION" display consists of four corner lamps flashing simultaneously.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.

- The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Panel SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Panel provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted arrow panels should be 7 feet from roadway to bottom of panel.

### WARNING LIGHTS



Type C Warning Light or approved substitute mounted adjacent to the travel way.



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.

### WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

### WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

## TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned approximately 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

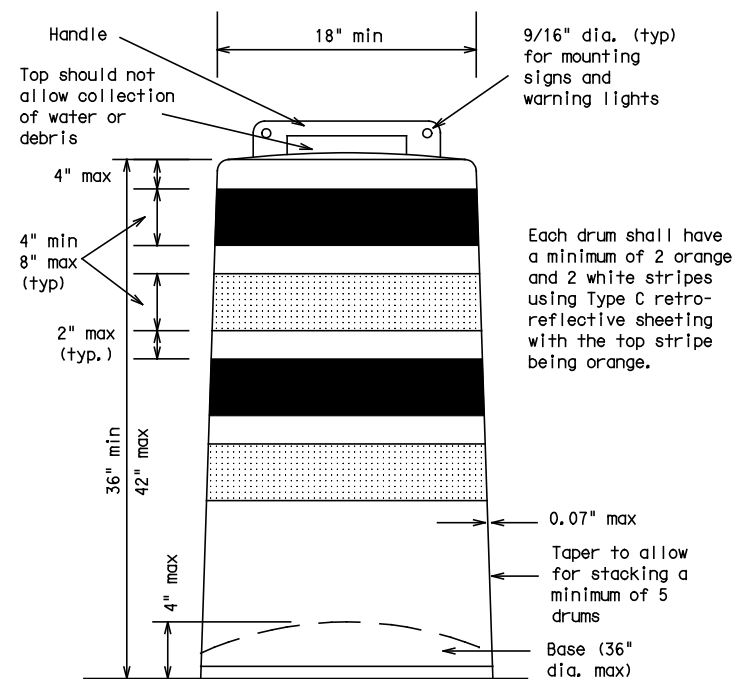
Texas Department of Transportation  
 Traffic Operations Division

**BARRICADE AND CONSTRUCTION  
 ARROW PANEL, REFLECTORS,  
 WARNING LIGHTS & ATTENUATOR  
 STANDARD**

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**GENERAL NOTES**

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

**GENERAL DESIGN REQUIREMENTS**

Prequalified plastic drums shall meet the following requirements:

- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.

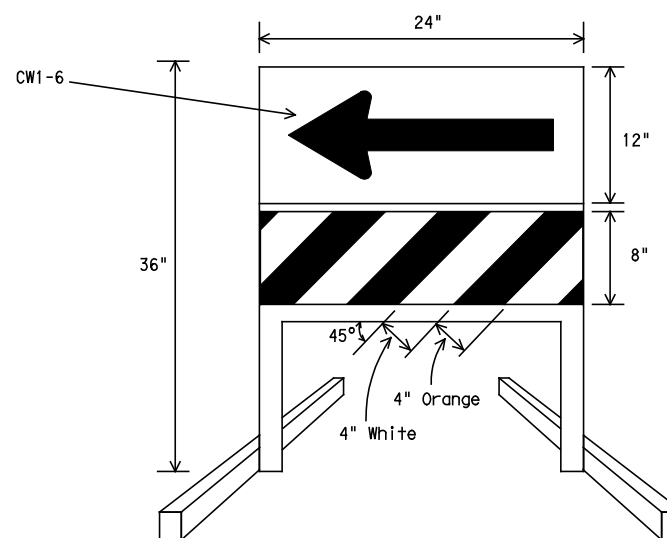
- Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.
- Drum and base shall be marked with manufacturer's name and model number.

**RETROREFLECTIVE SHEETING**

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retroreflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

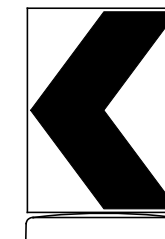
**BALLAST**

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

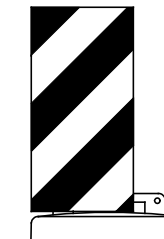


**DIRECTION INDICATOR BARRICADE**

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type E Fluorescent Prismatic Orange above a rail with Type C High Specific Intensity retroreflective sheeting in alternation 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



18" x 24" Sign  
(Maximum Sign Dimension)  
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel  
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

**SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS**

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

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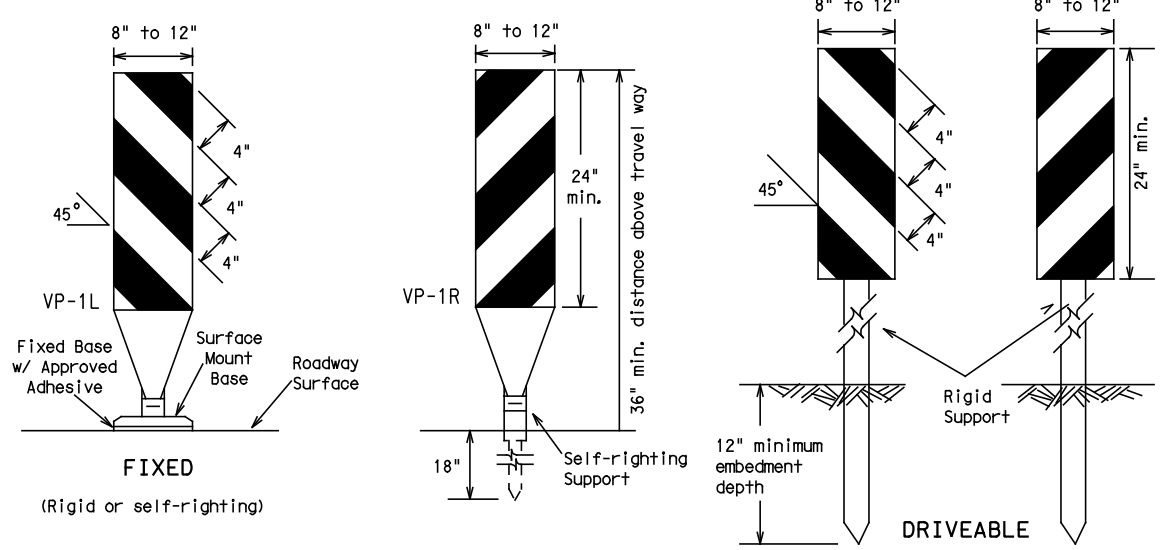
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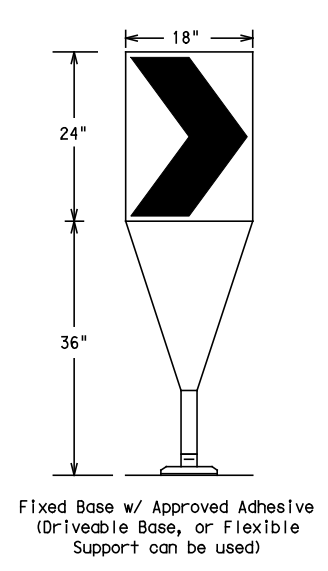
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## CHANNELIZING DEVICES

### VERTICAL PANELS (VPs)



### CHEVRONS



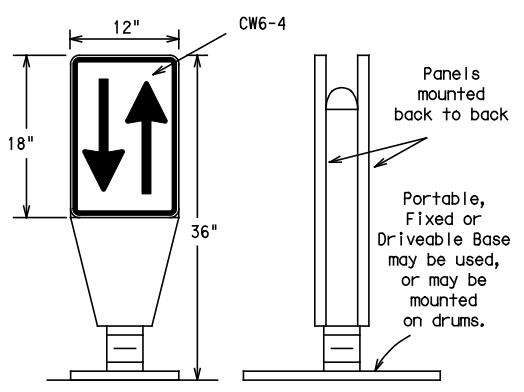
1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

### GENERAL NOTES:

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable/bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
8. Examples on this sheet are commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, shall have a minimum of 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is greater than 36 inches, a panel stripe of 6 inches shall be used.

### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

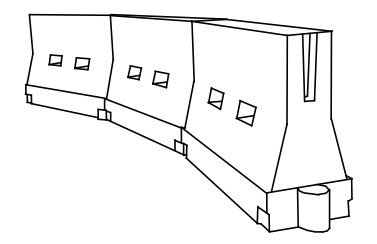


1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with simple tubular markers or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. Tubular markers or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.

Posted Speed	Formula	Minimum Desirable Taper Lengths $\frac{WS}{60}$			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	35'	70' - 90'
40	L=WS	265'	295'	320'	40'	80' - 100'
45		450'	495'	540'	45'	90' - 110'
50	L=WS	500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60	L=WS	600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70	L=WS	700'	770'	840'	70'	140' - 175'
75		750'	825'	900'	75'	150' - 185'
80	L=WS	800'	880'	960'	80'	160' - 195'

\*\*Taper lengths have been rounded off.  
 L=Length of Taper (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



#### LONGITUDINAL CHANNELIZING DEVICES

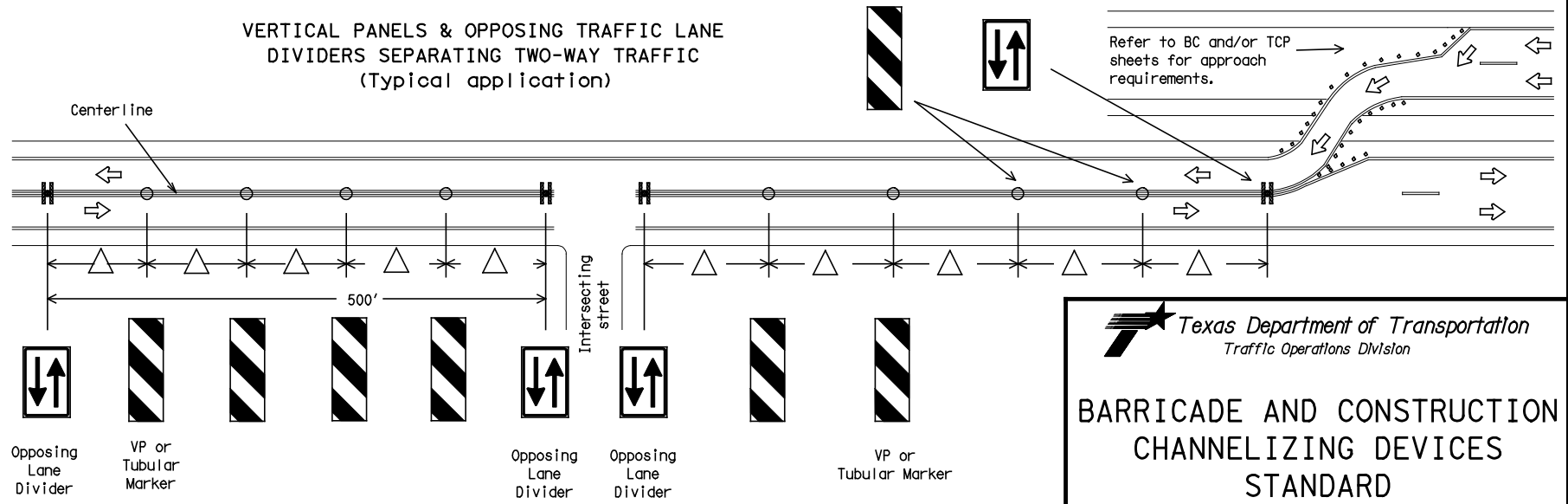
1. Longitudinal channelizing devices are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. **They are not designed to contain or redirect a vehicle on impact.**
2. Longitudinal channelizing devices may be used instead of a line of cones or drums.
3. Longitudinal channelizing devices shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Longitudinal channelizing devices should not be used to provide positive protection for obstacles, pedestrians or workers.
5. Longitudinal channelizing devices shall be retroreflective, or supplemented with retroreflective delineation as required for temporary barriers on BC(7)-07.

#### WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall be not less than 32 inches in height.

### VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS SEPARATING TWO-WAY TRAFFIC (Typical application)



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD, except when the OTLD must be spaced closer to accommodate an intersection. Spacing between the OTLD shall not exceed 500 feet.



## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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### TYPE III BARRICADES

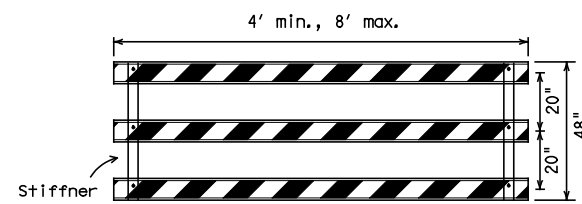
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

#### TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



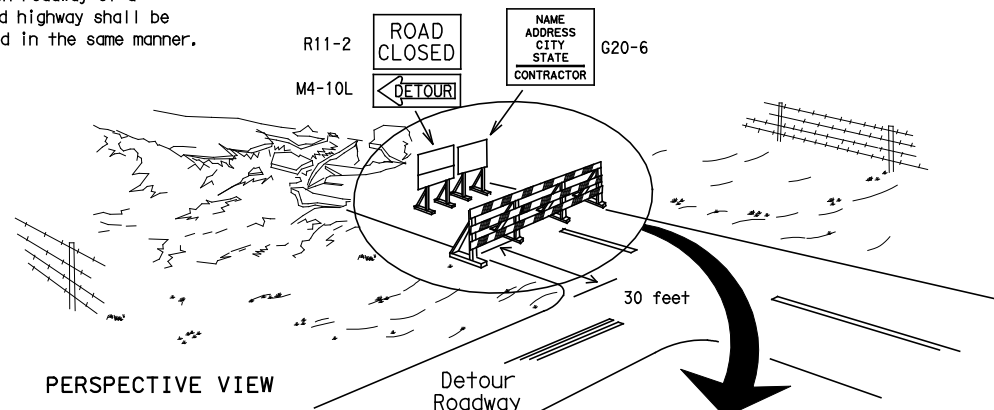
#### TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

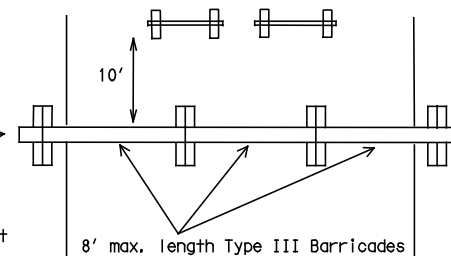
### TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

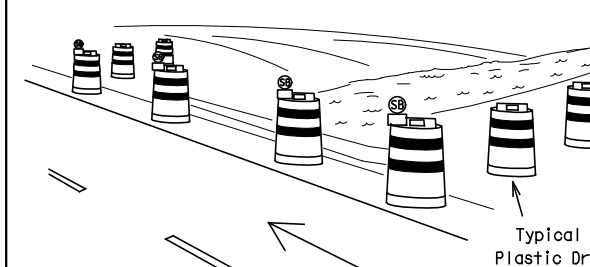
The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



PLAN VIEW

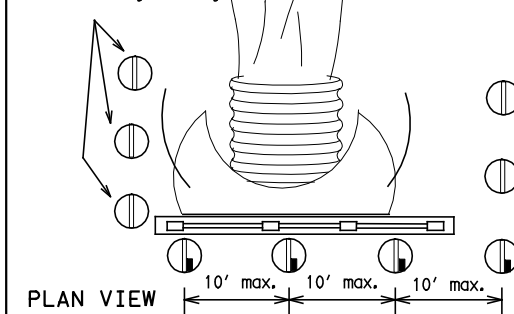
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

### CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

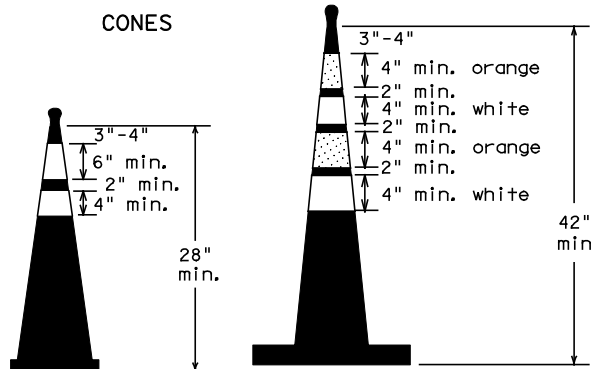
1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

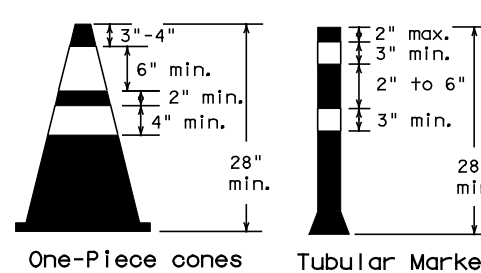
#### Legend

- Plastic drum
- Plastic drum with steady burn light or yellow warning reflector
- Steady burn warning light or yellow warning reflector

### CONES



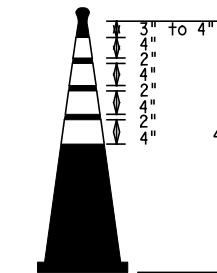
Two-Piece cones



One-Piece cones Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

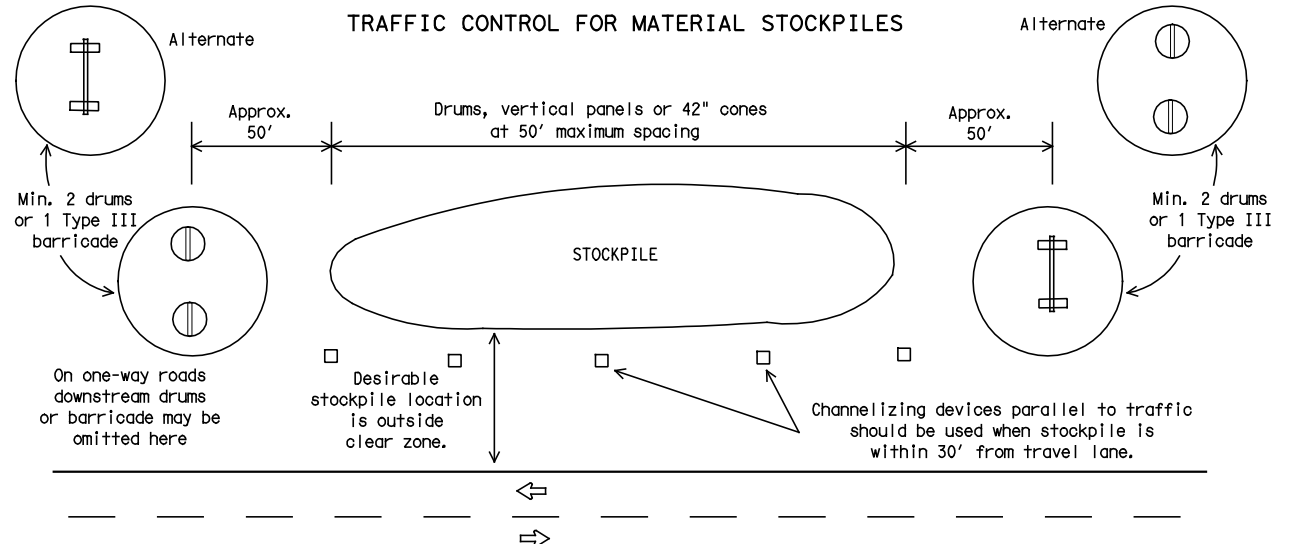
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.



EDGE LINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

### TRAFFIC CONTROL FOR MATERIAL STOCKPILES



1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.

Texas Department of Transportation  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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	DIST	COUNTY		SHEET NO.
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## WORK ZONE PAVEMENT MARKINGS

### GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

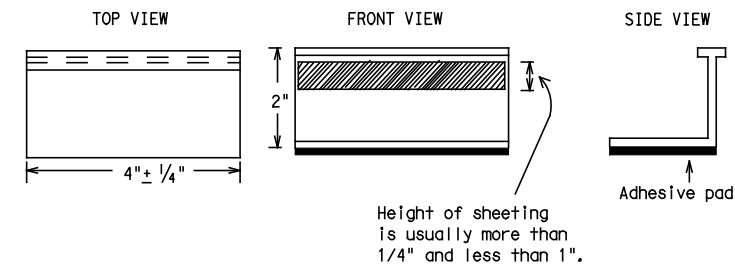
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than two weeks, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

## Raised Pavement Markers used as Guidemarks

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:  
 YELLOW - (two amber reflective surfaces with yellow body).  
 WHITE - (one silver reflective surface with white body).

### DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



## BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

11 of 12

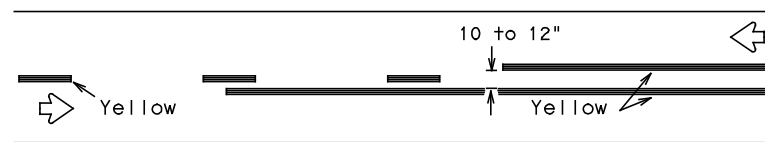
BC(11)-07

© TxDOT February 1998	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT	
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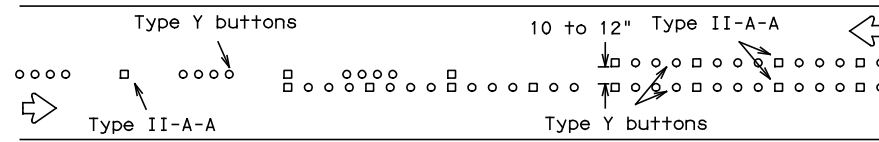
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## PAVEMENT MARKING PATTERNS

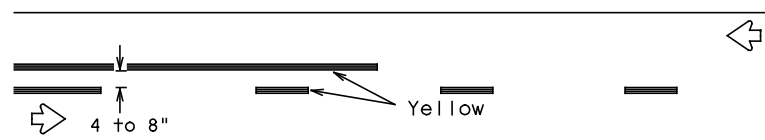
### CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



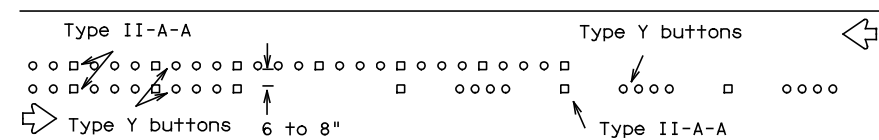
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



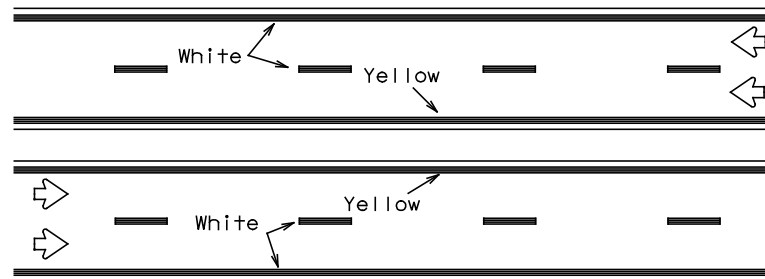
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



RAISED PAVEMENT MARKERS - PATTERN B

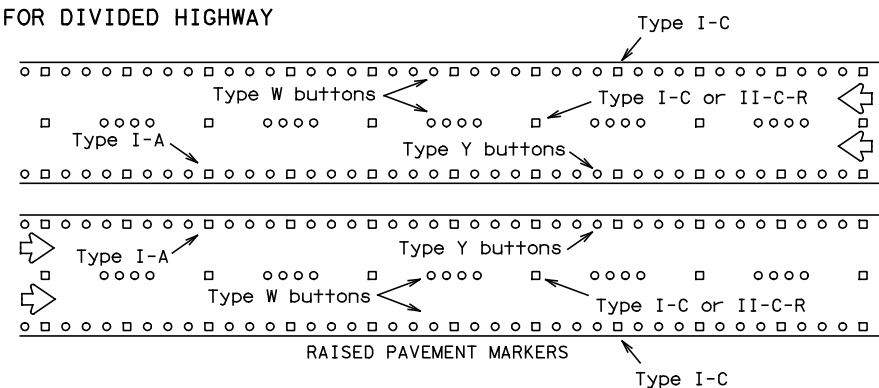
Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

### EDGE & LANE LINES FOR DIVIDED HIGHWAY



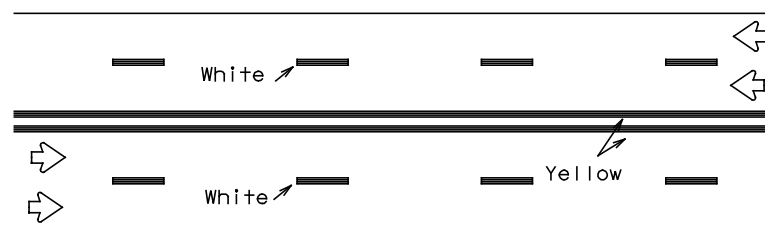
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



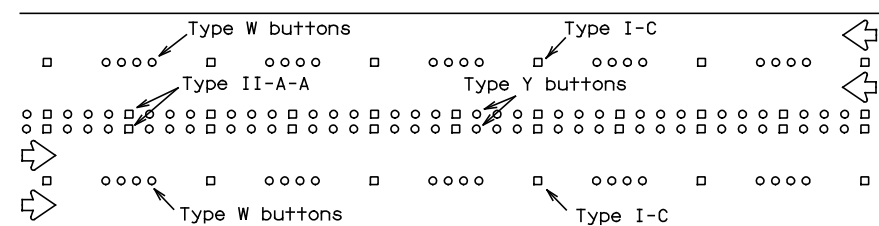
RAISED PAVEMENT MARKERS

### LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



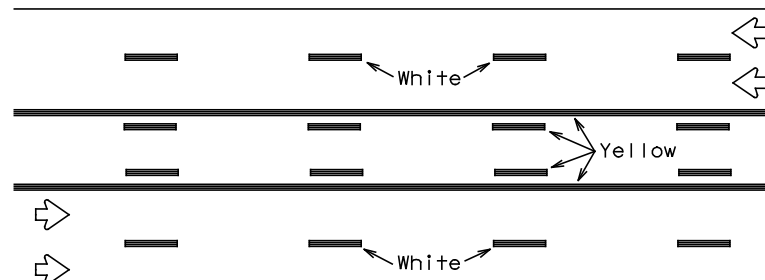
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



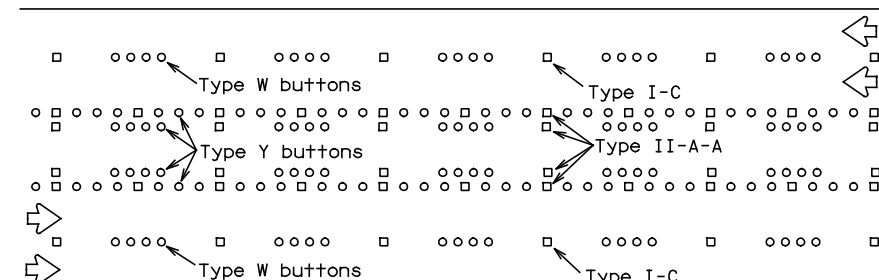
RAISED PAVEMENT MARKERS

### TWO-WAY LEFT TURN LANE



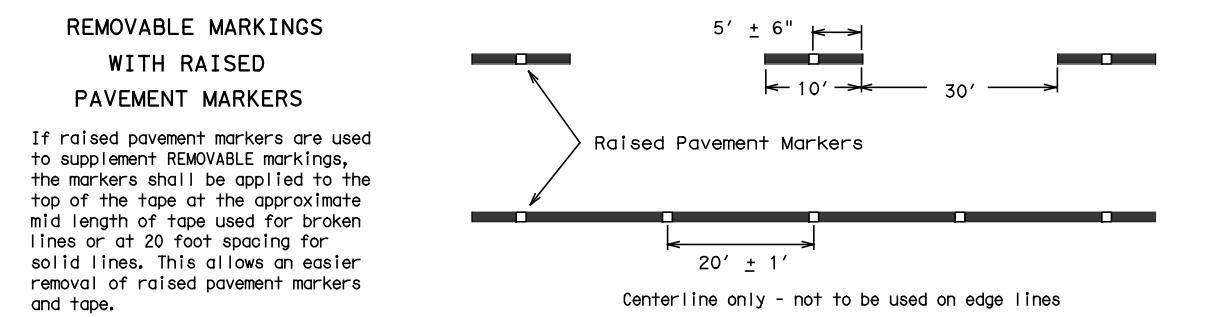
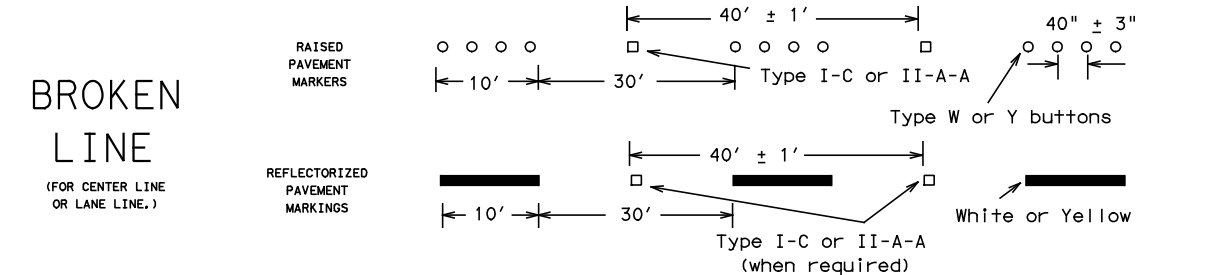
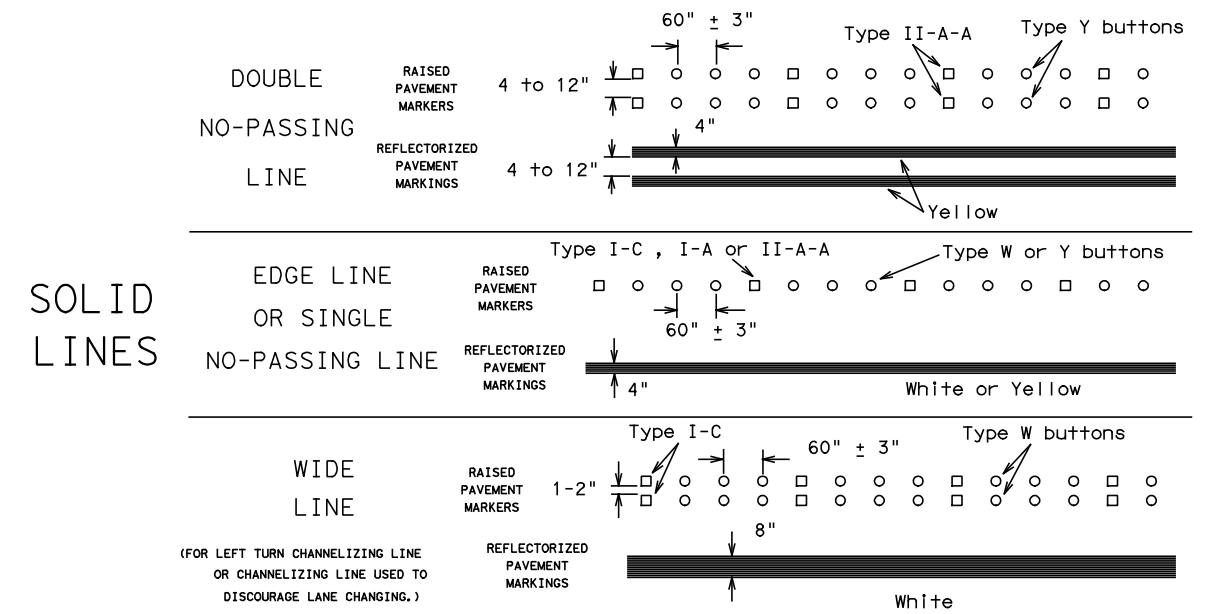
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



RAISED PAVEMENT MARKERS

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

**Texas Department of Transportation**  
Traffic Operations Division

### BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

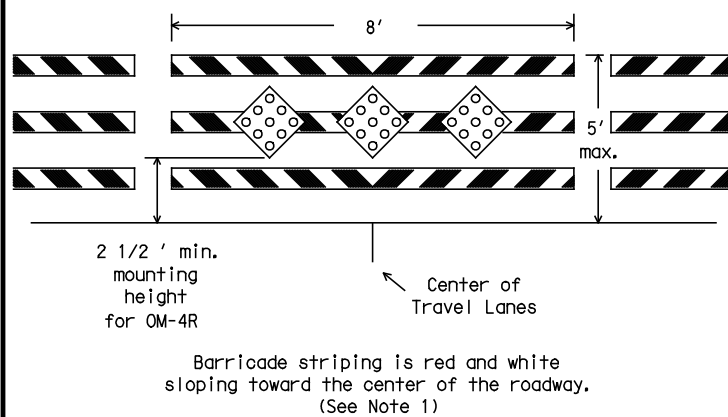
12 of 12 BC(12)-07

© TXDOT February 1998		DW: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
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2-98		3C	1080	103	BERNAL
11-02		DIST	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		37

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TYPICAL DEAD END BARRICADE INSTALLATION



Type III Dead End Barricade with OM-4R Object Markers.

4" solid double yellow (minimum 500')

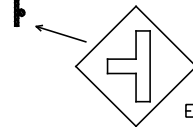
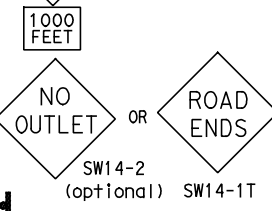
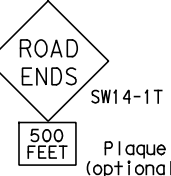
Mounted above Stop Sign (optional)

NO OUTLET → ← NO OUTLET  
 W14-2P\* W14-2PL\*

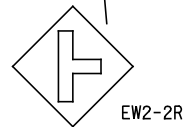


R1-1

50' usual  
 Pavement Markings removed in this area.



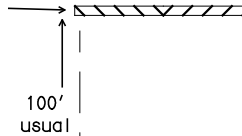
EW2-2L



EW2-2R

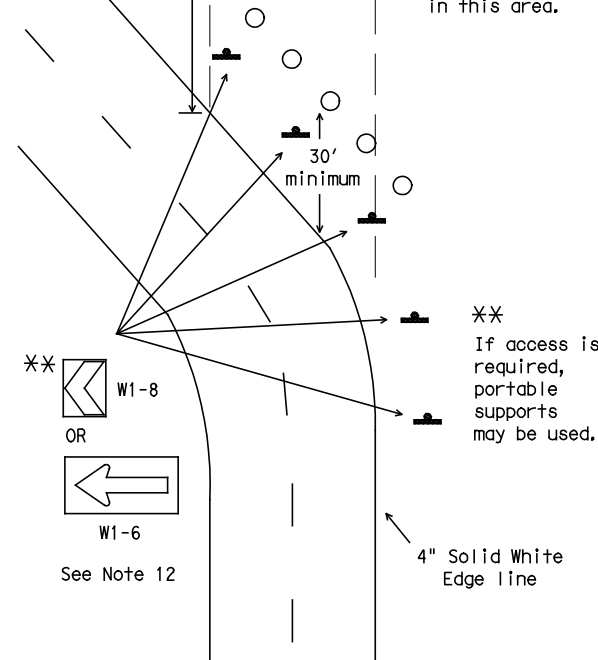
\* W14-1P DEAD END plaque may be used as an alternate.

Type III Dead End Barricade with OM-4R Object Markers.



100' usual

ReflectORIZED Plastic drums required if Traffic Control devices located in this area.



See Note 12

Devices shown for one direction of travel

DEPARTMENTAL MATERIAL SPECIFICATIONS

PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN HARDWARE	DMS-7120
WINGED CHANNEL POSTS	DMS-7130
FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING	DMS-8320
DELINEATORS AND OBJECT MARKERS	DMS-8600

COLOR	USAGE	SHEETING MATERIAL
RED	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
YELLOW	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

GENERAL NOTES:

- Barricade striping shall be red and white reflective sheeting for all permanent road closures. Orange and white reflective sheeting may be substituted for locations where duration of road closure is expected to be 18 months or less, or when approved by the Engineer. Red and orange reflective sheeting shall not be combined on barricades or locations.
- Barricades shall be designed and constructed to Compliant Work Zone Traffic Control Device List (CWZTCD) standards in a first-class workmanship manner of clean sound material. Components made of lumber shall be painted with a minimum of two coats of white paint to ensure thorough coverage and a uniform white color. Barricade striping material shall meet the color and retroreflective requirements of Departmental Material Specification DMS-8300, Type C.
- Post type breakaway supports shall be used as barricade supports. Barricades may be fabricated with "skid" supports if approved by the Engineer. Skid supports should be anchored using sand bags to prevent movement. For construction details of post (fixed Type III barricades) see CWZTCD list Part D.2.f. The dead end road barricades may also be anchored to the pavement using the bolt down median anchor manufactured by Universal Anchor System shown on SMD (FRP). The barricades shall be built using FRP posts and approved rails as shown on the CWZTCD List.
- Barricades shall not be placed parallel to traffic unless a minimum adequate clear zone of 30 feet from edge of travel lane is provided.
- A minimum of one 8-foot wide barricade and three OM-4R object markers shall be required for all locations. Barricades shall extend across all travel lanes and shoulders if shoulders are present. Barricades may be extended to the ROW as directed by Engineer.
- Stockpiled materials shall not be placed on traffic side of barricades.
- OM-4 object markers shall be mounted to the middle rail using two 1/2" through bolts with flat washers and lock washers.
- OM-4 object markers shall be constructed of 0.063 aluminum and shall meet the color and reflective requirements of DMS-8300 Type C and DMS-8600.
- Plastic drums shall meet the requirements as listed on the CWZTCD list or the BC Standards. Plastic drums may be anchored with adhesive to prevent movement.
- All signs and chevrons shall be installed with hardware and support at the minimum mounting height in accordance with the SMD and BC Standards. Signs shall be mounted at a 7 foot minimum height. Signs shall not be attached to barricades.
- Motorists should be able to see at least three chevron signs as they approach the curve and as they drive through the curve from either direction.
- Delineation devices such as the chevron or large arrow signs shall only be placed on the outside portion of a curve.

GENERAL NOTE FOR SIGNS:

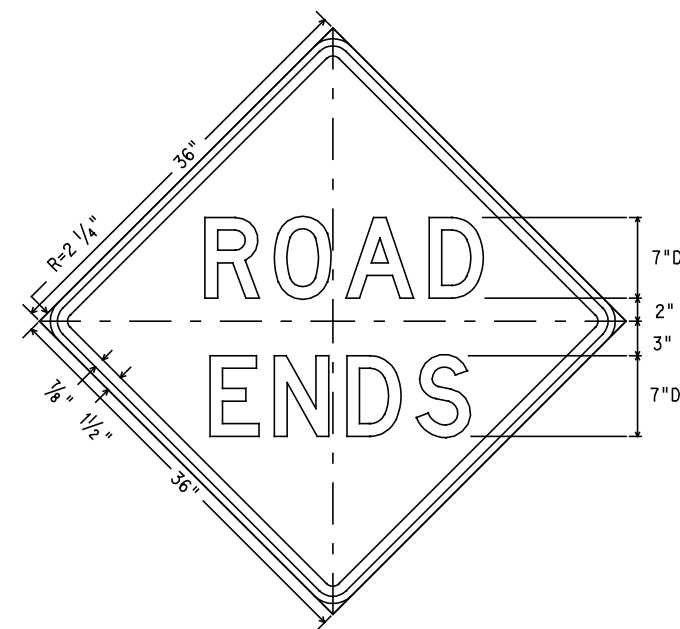
- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" (TMUTCD), latest edition, and any approved changes thereto.
- Lateral spacing of text shall provide a balanced appearance.
- All materials shall conform to Departmental Material Specifications.
- Legend shall be black and applied by screening process, cut-out vinyl non-reflective sheeting or combination thereof.
- Sign blanks shall be any material that meets the DMS requirements for permanent sign substrates.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.



SW14-1T  
 36" X 36"

Letters - Black  
 Border - Black  
 Background - Yellow Refl.



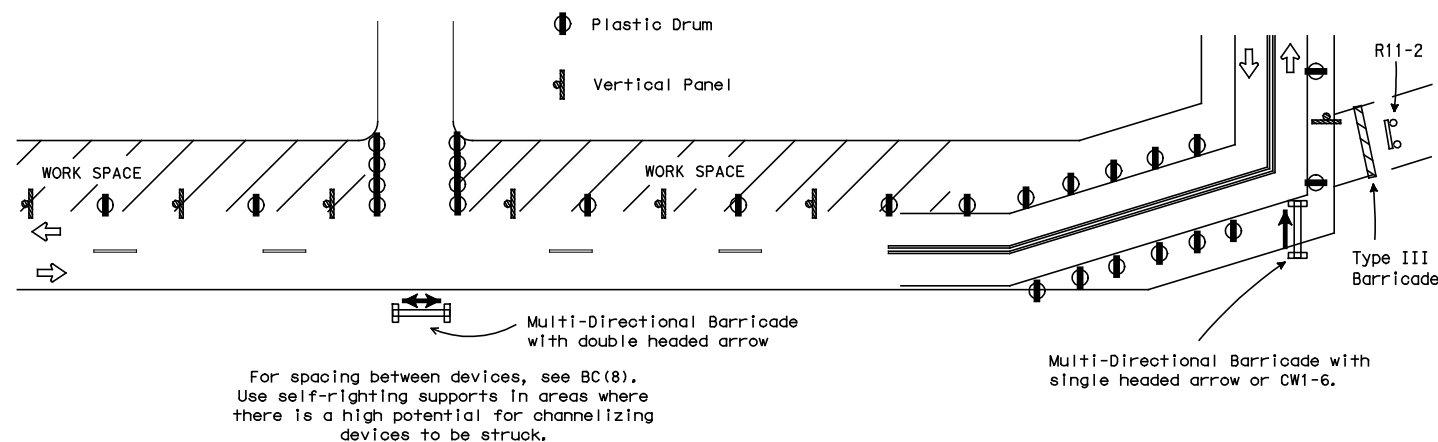
WORK ZONE  
 DEAD END  
 ROADWAY DETAILS

WZ (DERD) -03

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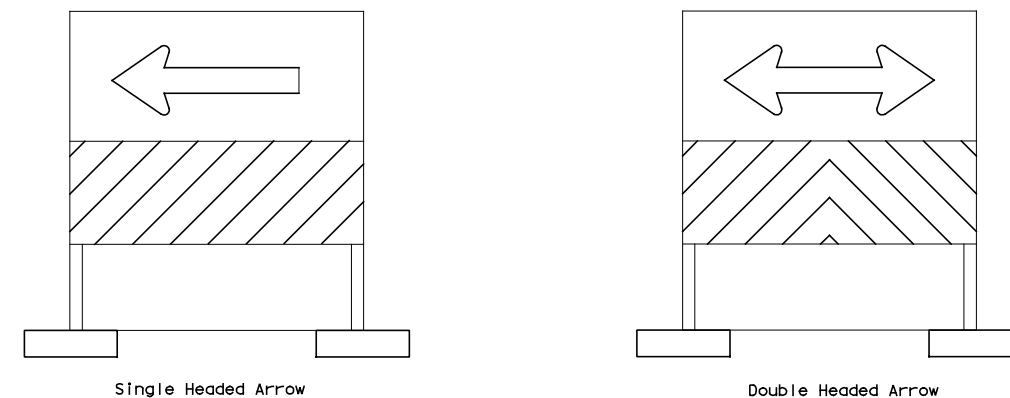
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## CHANNELIZING DEVICES FOR URBAN ROADWAY TYPE PROJECT



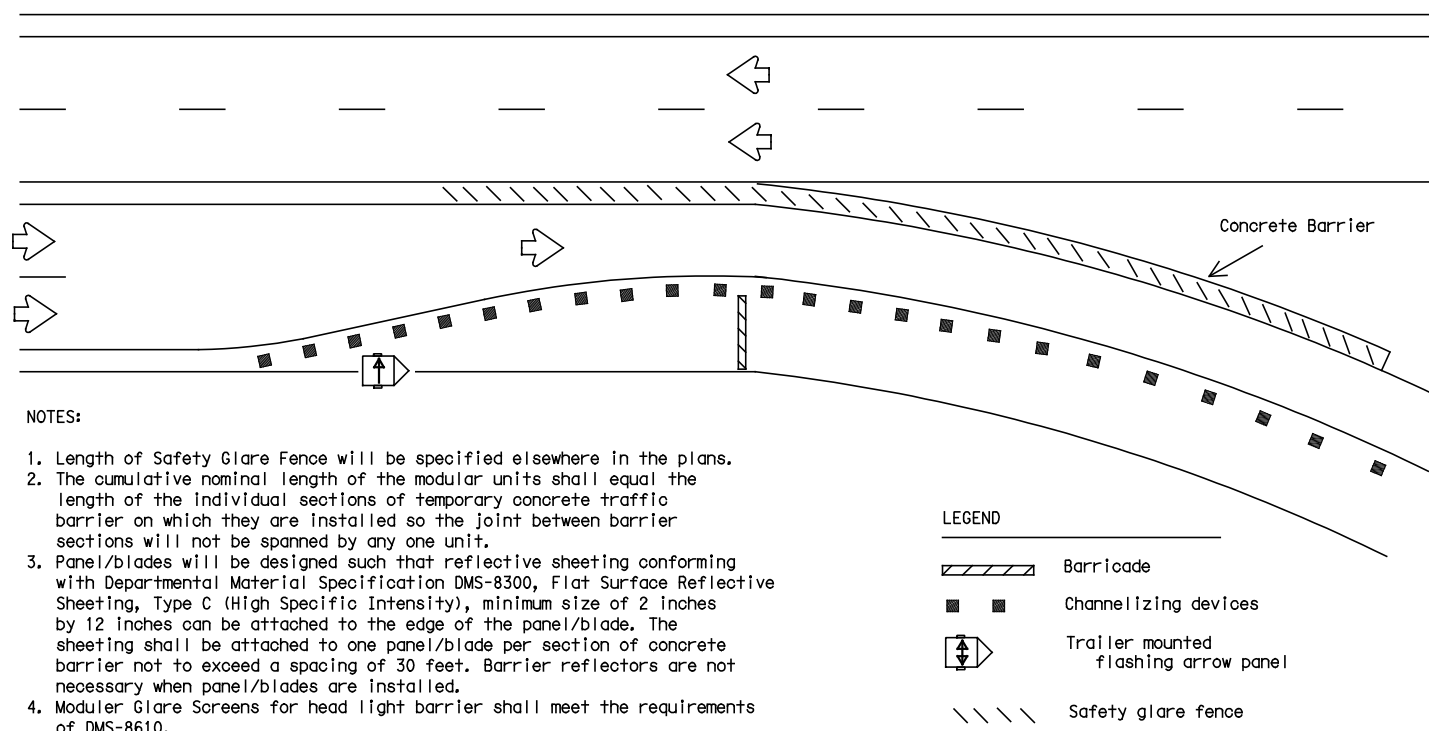
For spacing between devices, see BC(8).  
Use self-righting supports in areas where there is a high potential for channelizing devices to be struck.

## MULTI-DIRECTIONAL BARRICADE



1. Multi-directional barricade shall not be used for lane closures.
2. May be used for sharp changes in alignment, or across roadway from stem of "T" Intersection.
3. Typically used for Intermediate Term Stationary, Short Term Stationary or Short Duration work zone operations.
4. See the CWZTCD List for approved designs.

## BARRIER DELINEATION WITH SAFETY GLARE FENCE



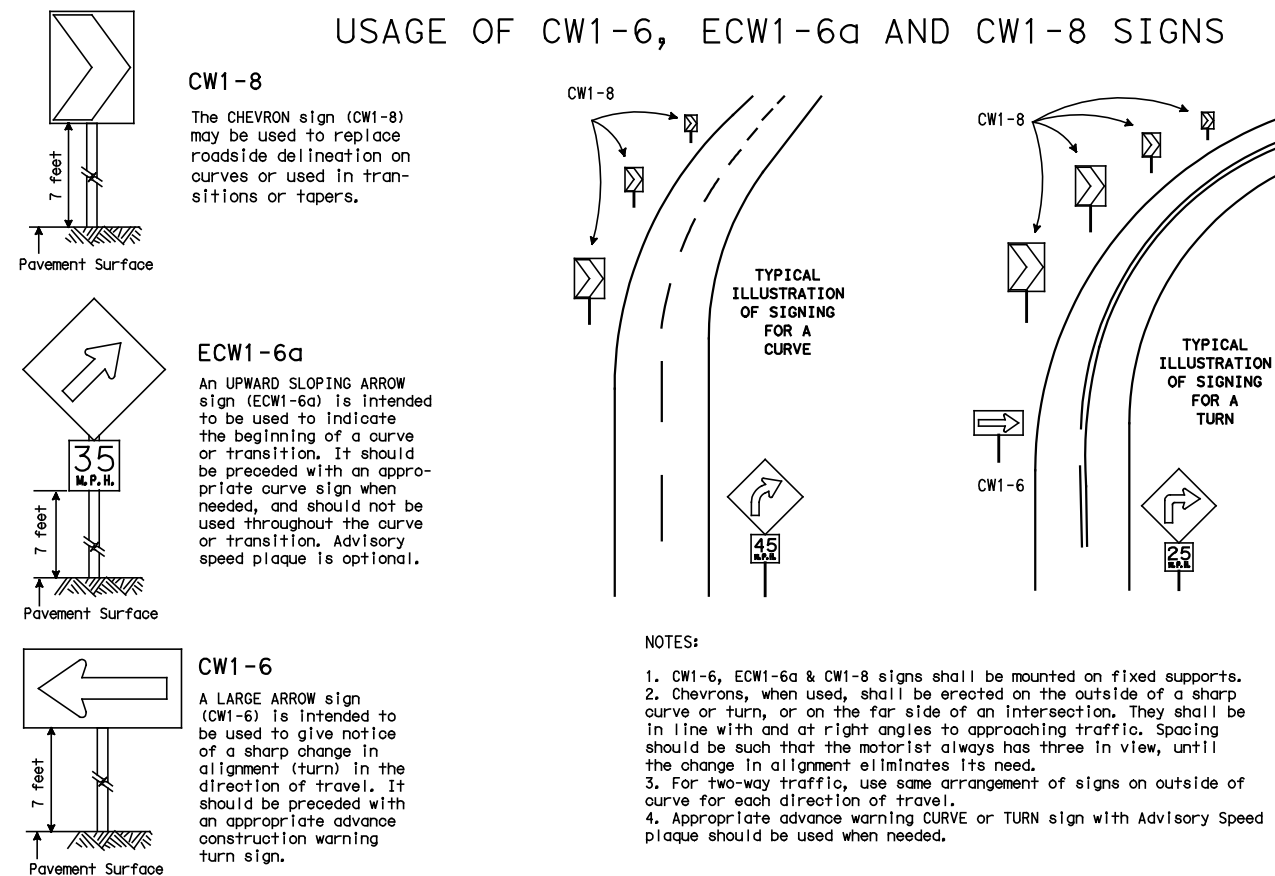
### NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one unit.
3. Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Flat Surface Reflective Sheeting, Type C (High Specific Intensity), minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed.
4. Moduler Glare Screens for head light barrier shall meet the requirements of DMS-8610.

### LEGEND

- Barricade
- Channelizing devices
- Trailer mounted flashing arrow panel
- Safety glare fence

## USAGE OF CW1-6, ECW1-6a AND CW1-8 SIGNS



### CW1-8

The CHEVRON sign (CW1-8) may be used to replace roadside delineation on curves or used in transitions or tapers.

### ECW1-6a

An UPWARD SLOPING ARROW sign (ECW1-6a) is intended to be used to indicate the beginning of a curve or transition. It should be preceded with an appropriate curve sign when needed, and should not be used throughout the curve or transition. Advisory speed plaque is optional.

### CW1-6

A LARGE ARROW sign (CW1-6) is intended to be used to give notice of a sharp change in alignment (turn) in the direction of travel. It should be preceded with an appropriate advance construction warning turn sign.

### NOTES:

1. CW1-6, ECW1-6a & CW1-8 signs shall be mounted on fixed supports.
2. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
3. For two-way traffic, use same arrangement of signs on outside of curve for each direction of travel.
4. Appropriate advance warning CURVE or TURN sign with Advisory Speed plaque should be used when needed.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
Traffic Operations Division - TE  
Texas Department of Transportation  
125 East 11th Street  
Austin, Texas 78701-2483  
Phone (512) 416-3120  
Fax (512) 416-3299

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Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
Click on "About TxDOT",  
Click on "Organizational Chart",  
Click on Traffic Operations Box,  
Click on "Compliant Work Zone Traffic Control Devices",  
Click on "View PDF".  
This site is printable.

### PREQUALIFICATION PROCEDURES ARE OBTAINED FROM:

CONSTRUCTION DIVISION-MATERIALS AND TESTS SECTION  
TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)  
125 EAST 11th STREET  
AUSTIN, TX 78701-2483

### DEPARTMENTAL MATERIAL SPECIFICATIONS

FLAT SURFACE REFLECTIVE SHEETING DMS-8300  
DELINEATORS AND OBJECT MARKERS DMS-8600  
MODULER GLARE SCREENS DMS-8610

COLOR	USAGE	SIGN SHEETING
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

REFER TO THE BC SHEETS FOR SHEETING REQUIREMENT ON CHANNELIZING DEVICES.

The five categories of work duration and their time at a location shall be:

- A. Long-term stationary is work that occupies a location more than 3 days.
- B. Intermediate-term stationary is work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.
- C. Short-term stationary is daytime work that occupies a location for more than 1 hour, but less than 12 hours.
- D. Short duration is work that occupies a location up to 1 hour.
- E. Mobile is work that moves intermittently or continuously.

Texas Department of Transportation  
Traffic Operations Division

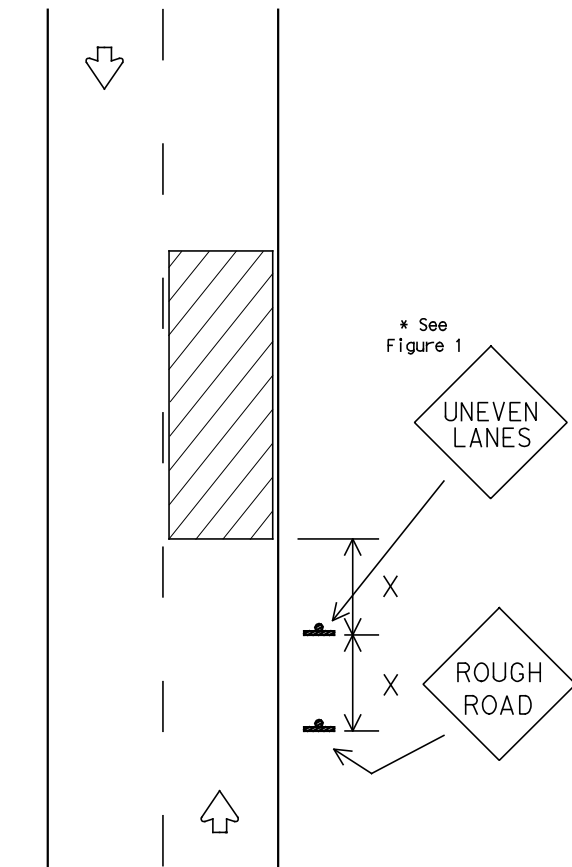
## TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ (TD) -03

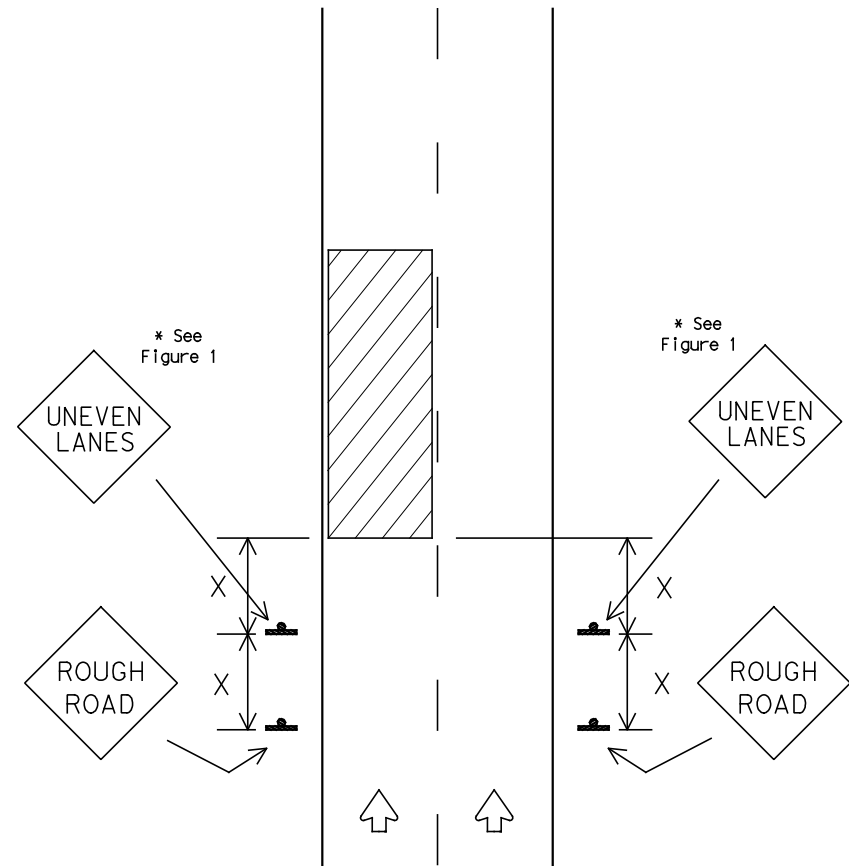
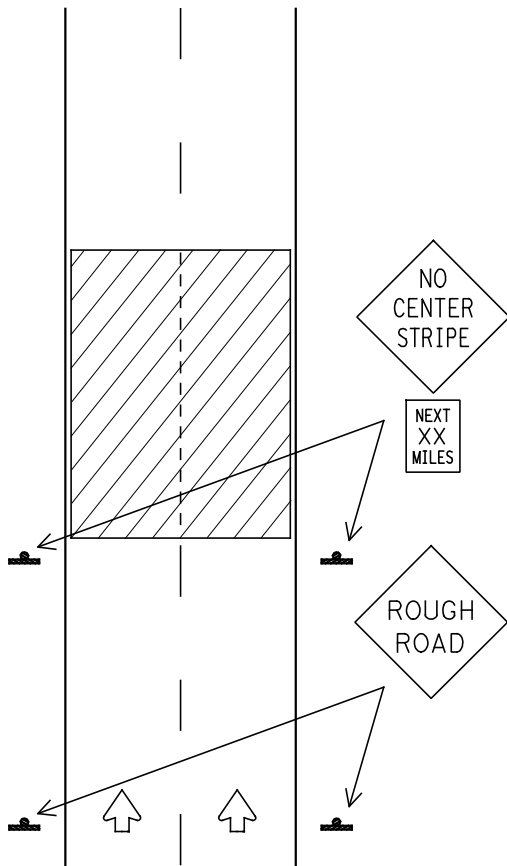
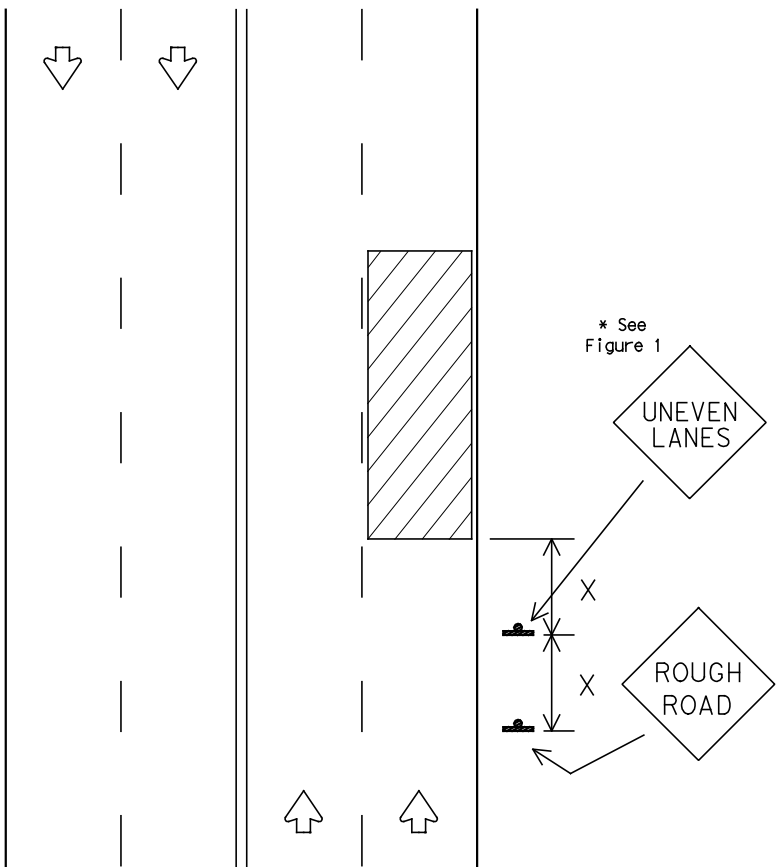
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Signing shown for one direction.



"X" distance - See Note 4 on this page.

DEPARTMENTAL MATERIAL SPECIFICATIONS		
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
PREFABRICATED PAVEMENT MARKINGS-PERMANENT		DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE		DMS-8241
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE DECAL SHEETING

- GENERAL NOTES:
1. If spalling or holes occur, ROUGH ROAD signs should be placed in advance of the condition and may be repeated throughout the project.
  2. UNEVEN LANES sign (CW8-11) should be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES sign (CW21-16) or Advisory Speed sign (CW13-1).
  3. NO CENTER STRIPE signs (CW8-12) should be installed if centerlines or lane lines are obscured or obliterated. The signs should remain in place until permanent pavement markings are installed.
  4. Signs shall be spaced at the distances recommended as per BC standards.
  5. When operations are completed and final surface treatment will not be applied as part of this project, advance signs shall be left in place and become the property of the State. These signs shall be installed on approved permanent sign supports as per TxDOT standards. Additional signs may be required as directed by the Engineer. Minimum mounting height of signs is 7 feet. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to the item "BARRICADES, SIGNS AND TRAFFIC HANDLING."
  6. Pavement markings shall be replaced as operations proceed.
  7. Short term markings shall not be used to simulate edge lines.
  8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

FIGURE 1		
Edge Condition	Edge Height (D)	Warning Devices
	less than or equal to 1"	Signs: ECW8-8
	greater than 1" to: 1/4" (maximum-planing) 1/2" (typical-overlay)	Signs: CW8-11, ECW8-8
Distance "D" may be a maximum of 1/4" for planing operations and 2" for overlay operations if uneven lanes are open to traffic after work operations cease.		

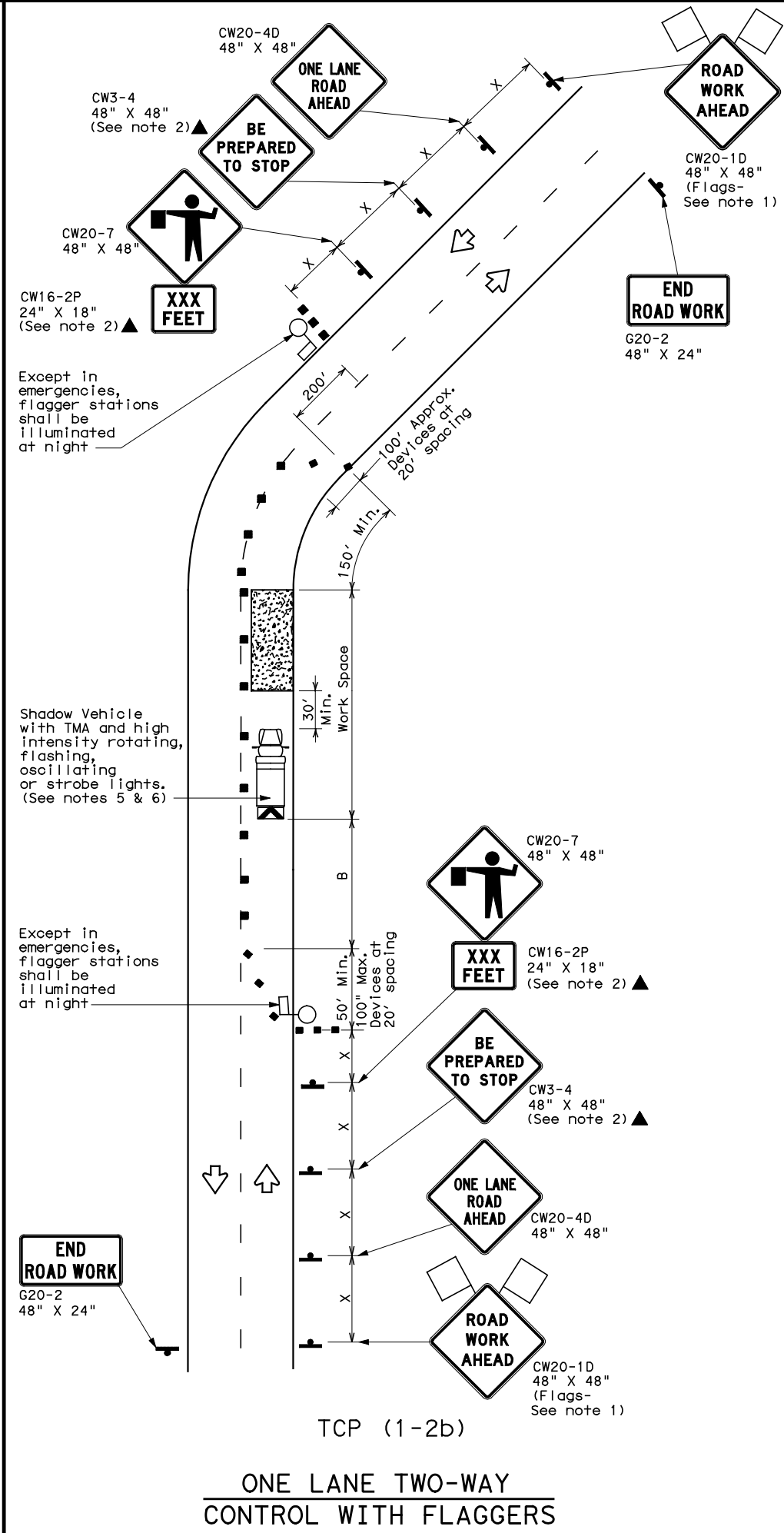
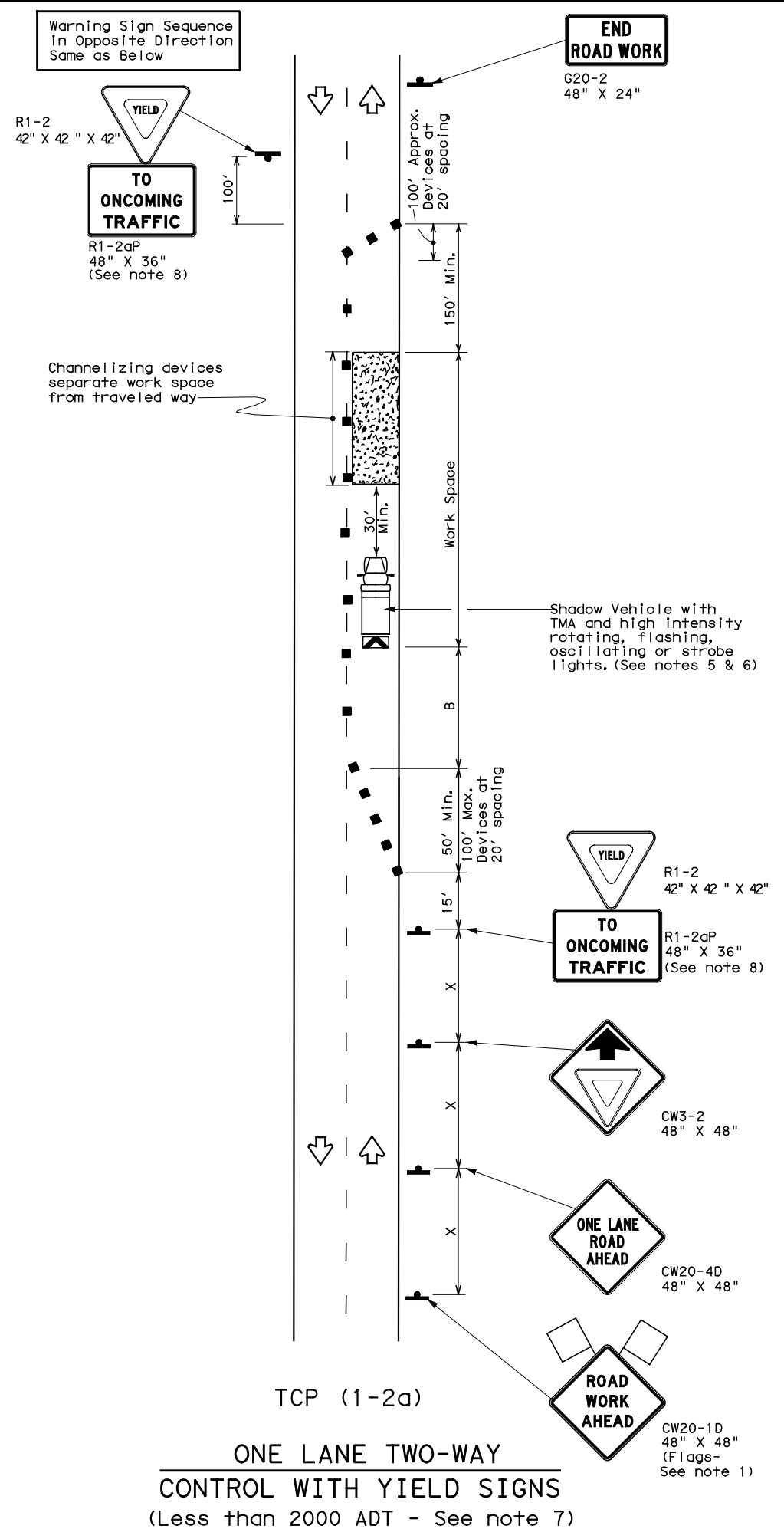
Texas Department of Transportation  
 Traffic Operations Division

**SIGNING FOR UNEVEN LANES**

WZ (UL) -03

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8-95	REVISIONS	CONT	SECT	JOB	HIGHWAY
1-97		3C	1080	103	BERNAL
2-98		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		39

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LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * X	Formula L = WS <sup>2</sup> / 60	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55	L = WS	550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
  - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
  - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
  - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
 Traffic Operations Division

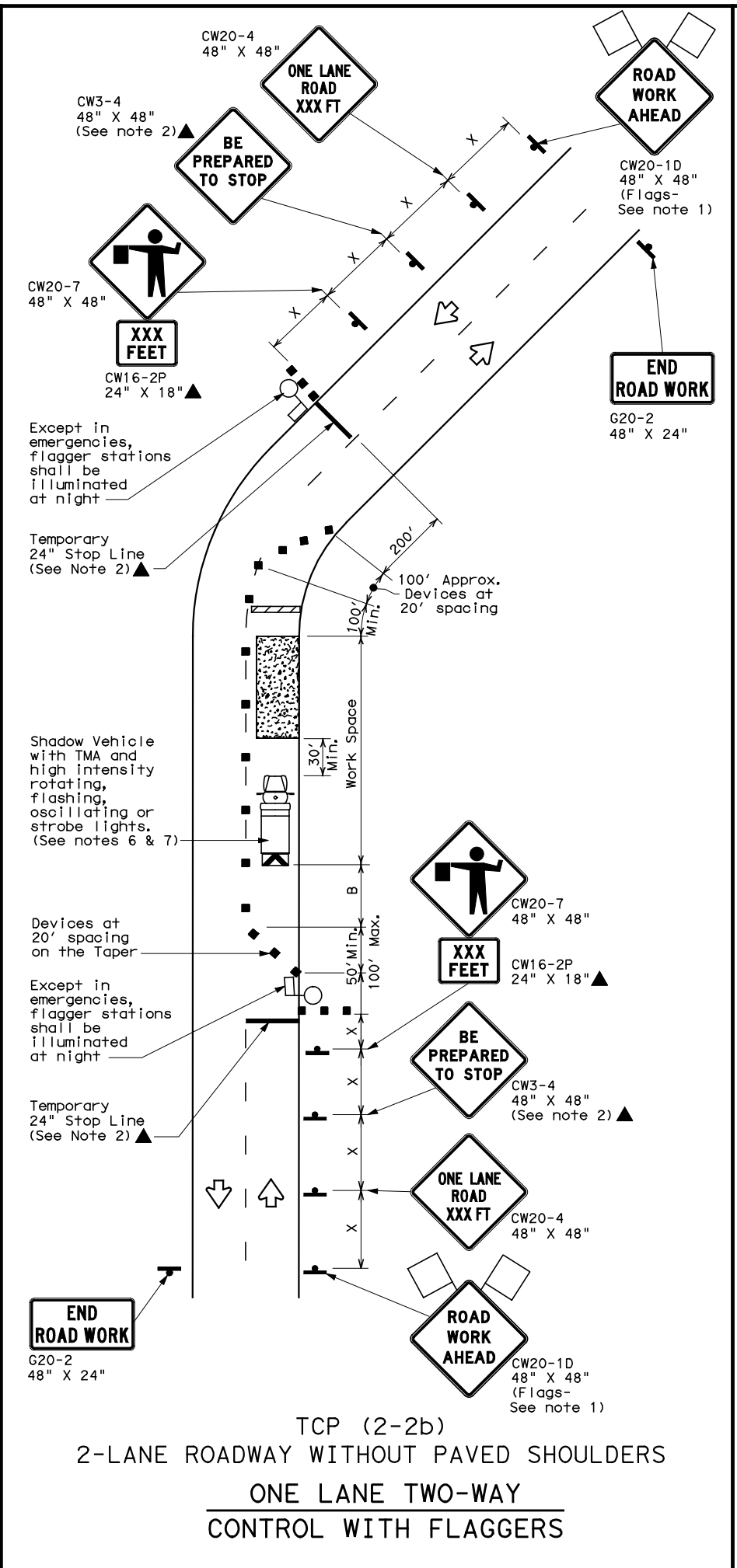
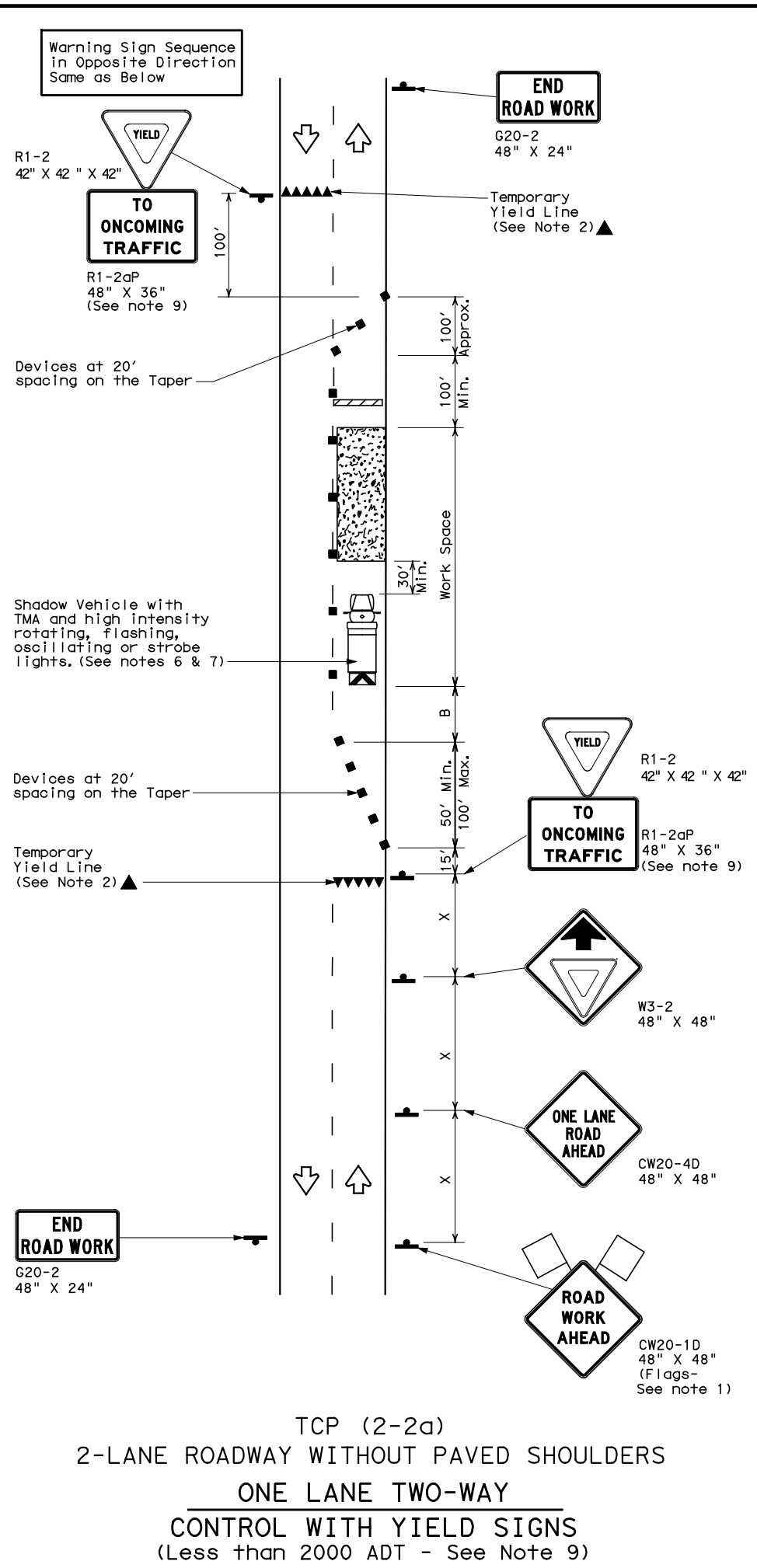
**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

TCP (1-2) - 12

© TxDOT December 1985				DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISONS		CONT	SECT	JOB	HIGHWAY		
4-90	2-12	3C	1080	103	BERNAL		
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1-97		PHR	HIDALGO			41	
4-98							

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**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	575'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

**TYPICAL USAGE**

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	✓	

- GENERAL NOTES**
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
  - Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)**
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
  - The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.
- TCP (2-2b)**
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

**Texas Department of Transportation**  
 Traffic Operations Division

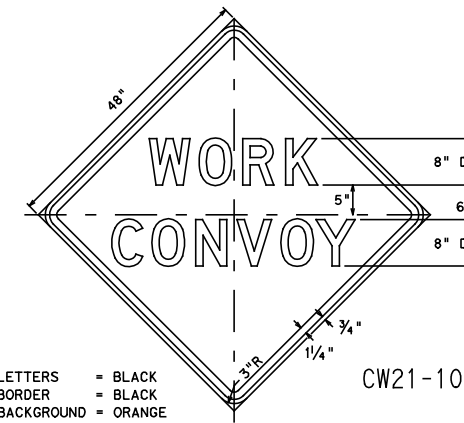
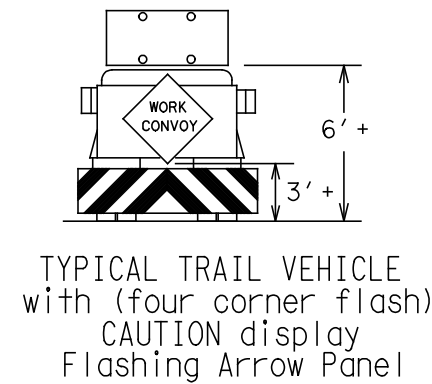
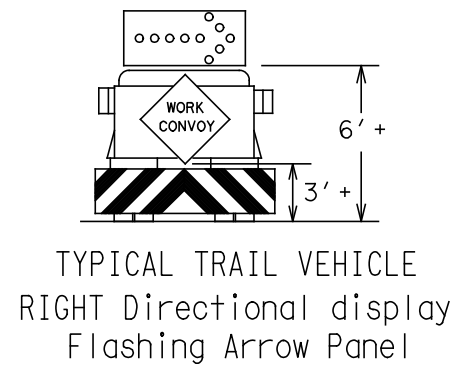
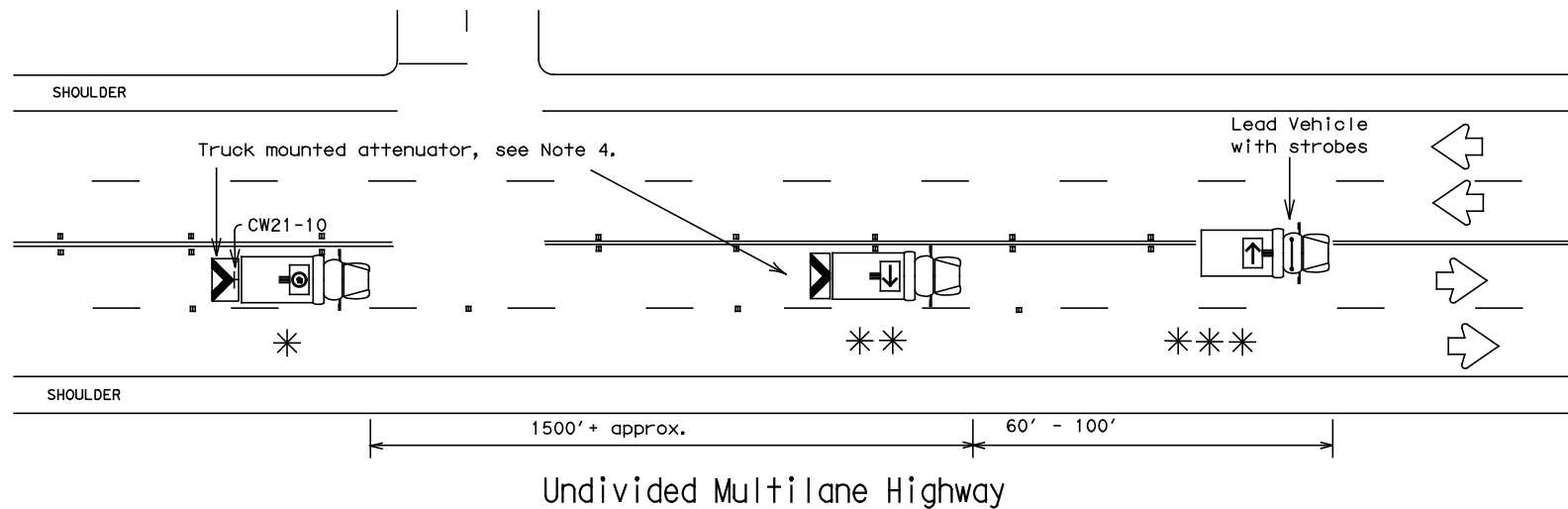
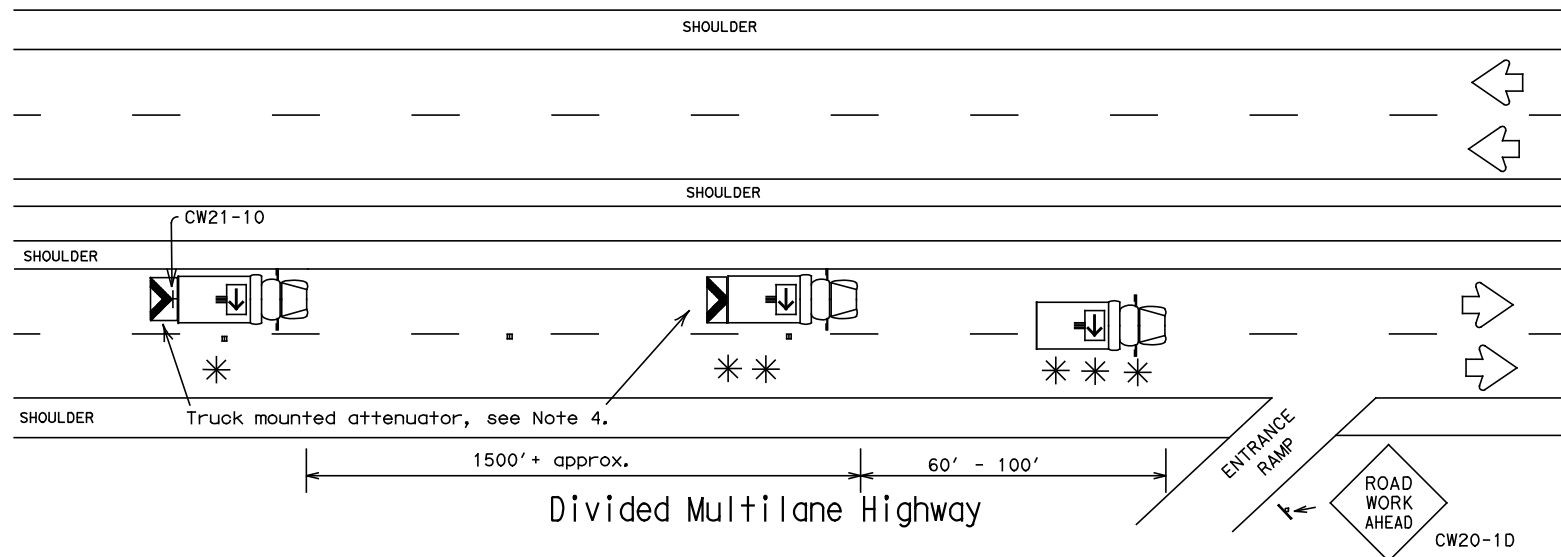
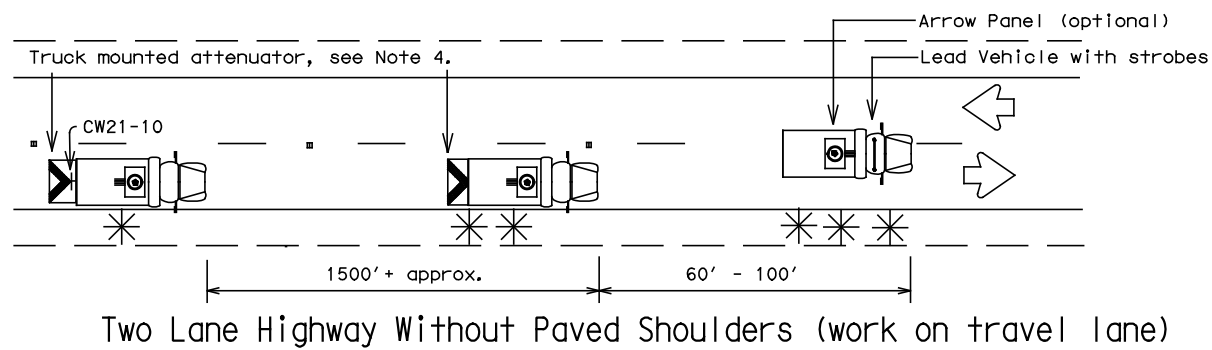
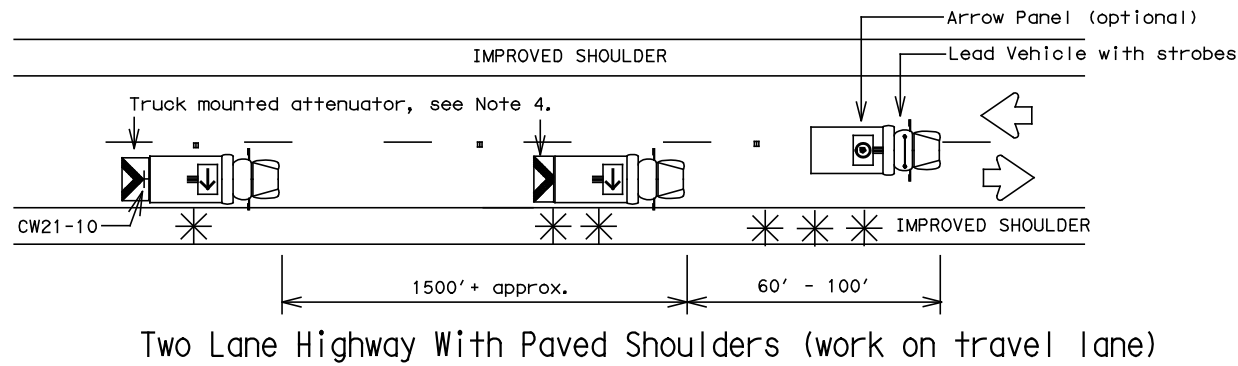
**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

**TCP (2-2) -12**

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REVISIONS		CONT	SECT	JOB	HIGHWAY
8-95	2-12	3C	1080	103	BERNAL
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		42
3-03					

162

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LETTERS = BLACK  
 BORDER = BLACK  
 BACKGROUND = ORANGE

Legend:

- \* TRAIL VEHICLE
- \*\* SHADOW VEHICLE
- \*\*\* WORK VEHICLE
- ▶ Truck mounted attenuator
- ◻ HEAVY WORK VEHICLE

Arrow Panel Displays

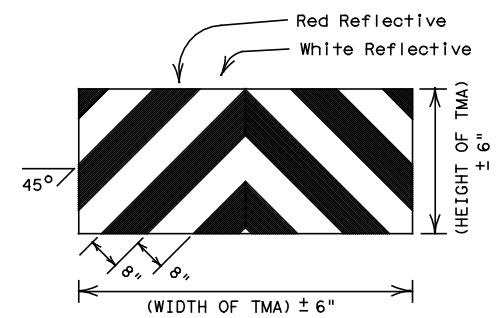
- ▶ RIGHT Directional
- ◀ LEFT Directional
- ◀▶ RIGHT or LEFT Directional
- ⊠ CAUTION mode

GENERAL NOTES:

1. TRAIL, SHADOW, LEAD, and work vehicles shall be equipped with arrow panels as illustrated. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
3. The use of yellow rotating beacons or strobe lights on vehicles are required unless otherwise stated elsewhere in the plans.
4. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and the TRAIL VEHICLE are required.
5. Optional striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION D-9-8300, TYPE C.
6. Flashing Arrow Panels shall be Type B or Type C as per BC Standards. The panel operation shall be controlled from inside the vehicle.
7. Each vehicle shall have two-way radio communication capability.
8. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
9. Vehicle spacing between TRAIL VEHICLE and SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:  
  
 Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

Shadow and trail vehicle shall be equipped with Truck Mounted Attenuator.



OPTIONAL STRIPING FOR TMA

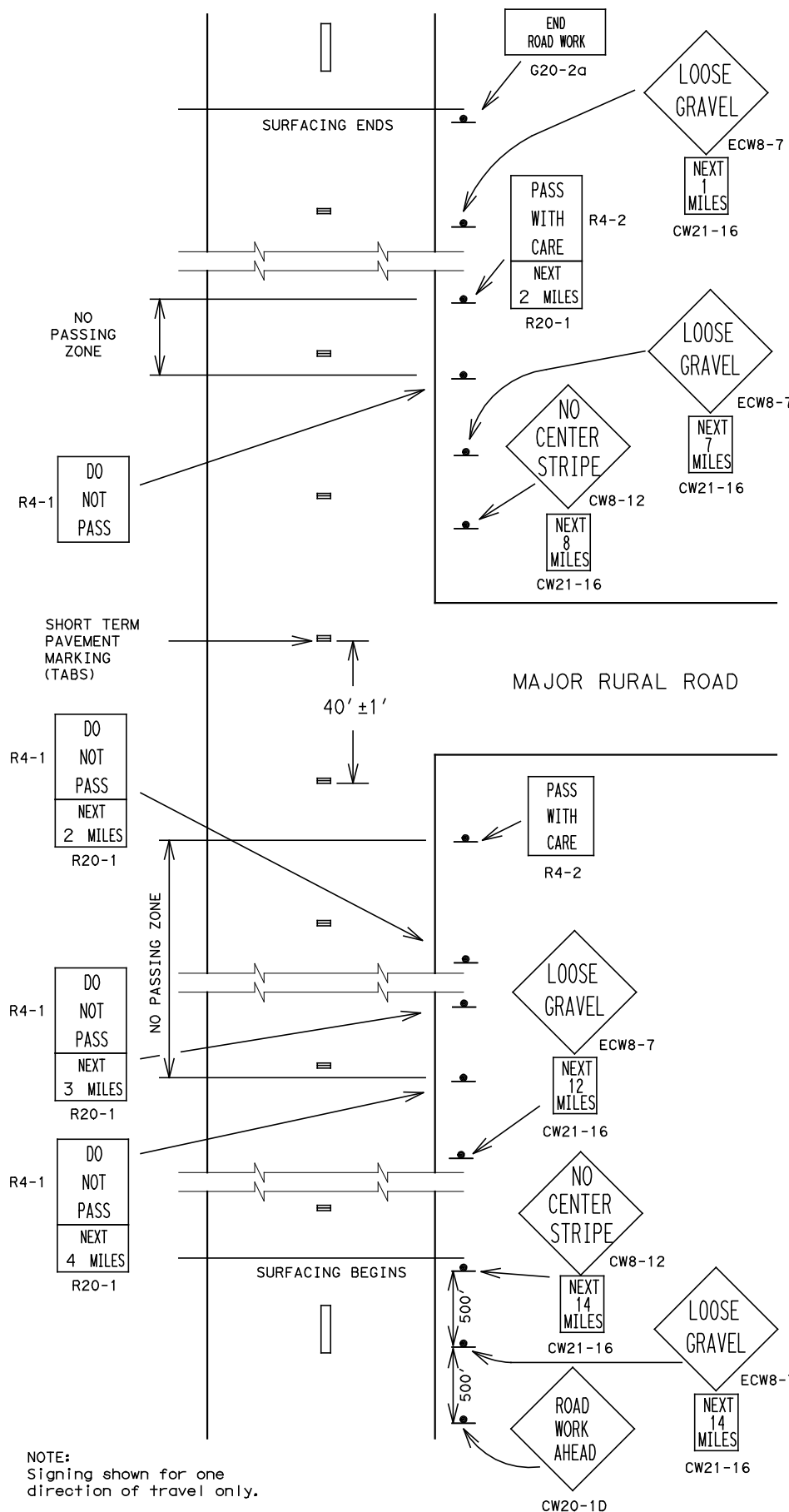
STRIPING FOR TMA WILL BE REQUIRED ON ALL PROJECTS AWARDED AFTER JANUARY 1, 2000

Texas Department of Transportation  
 Traffic Operations Division  
**TRAFFIC CONTROL PLAN**  
**MOBILE OPERATIONS**  
**RAISED PAVEMENT**  
**MARKER INSTALLATION**  
**TCP (3-3) -98**

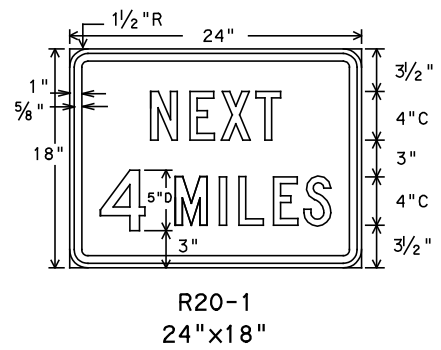
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8-95	3C	1080	103	BERNAL
1-97	DIST	COUNTY		SHEET NO.
4-98	PHR	HIDALGO		43

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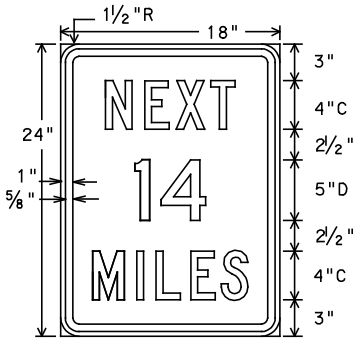


NOTE: Signing shown for one direction of travel only.



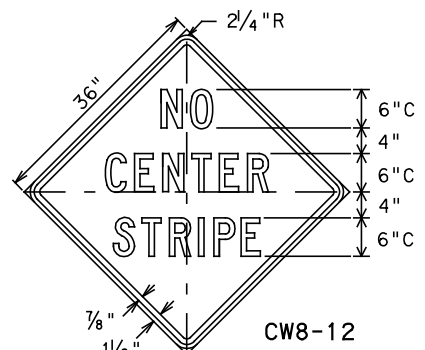
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FOR USE WITH REGULATORY SIGNS ONLY

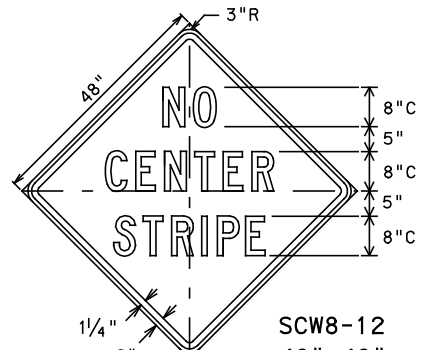


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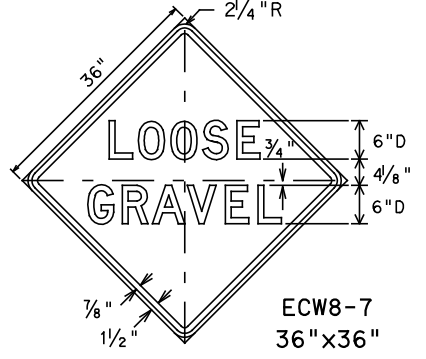
FOR USE WITH CONSTRUCTION WARNING SIGNS ONLY



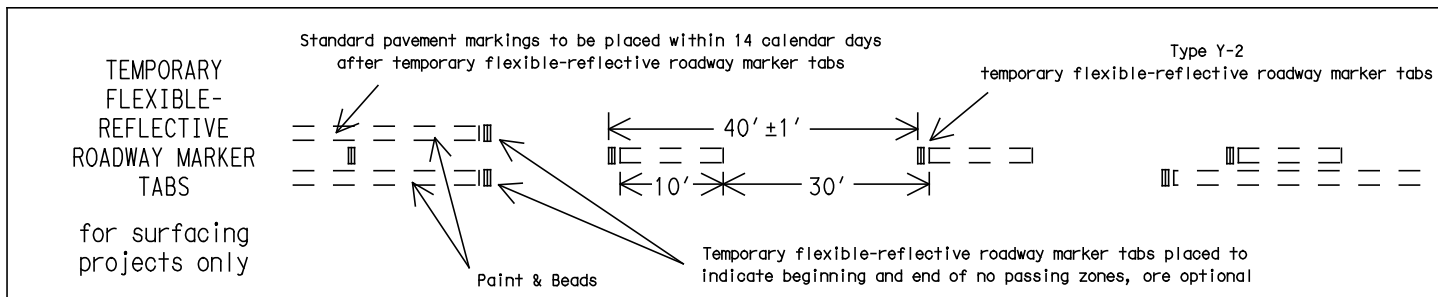
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 Background - Orange Refl.



Legend - Black  
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 Background - Orange Refl.



Legend - Black  
 Border - Black  
 Background - Orange Refl.



GENERAL NOTES

The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where the surfacing operation has covered or obliterated existing pavement markings. These traffic control devices are to be used to supplement those required by BC Standards.

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

Prior to the beginning of construction, all currently striped no-passing zones should be signed with the DO NOT PASS sign (R4-1) and PASS WITH CARE sign (R4-2) placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined and signed as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES sign (R20-1) may be used at the beginning of such zones. The DO NOT PASS and NEXT XX MILES signs should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of a no-passing zone may be signed with a PASS WITH CARE and NEXT XX MILES sign.

Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshields and lights. The DO NOT PASS and NEXT XX MILES sign should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with existing pavement markings. Also, unless one day's operation completes the entire length of such combined zones, care must be taken to place DO NOT PASS and PASS WITH CARE signs in order to sign the beginning and end of the no-passing zones in the area where the surfacing operation has stopped for the day.

R4-1 and R4-2 signs should be mounted on fixed supports as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"NO CENTER STRIPE" SIGN (CW21-15)

At the time construction activity obliterates the existing centerline (low volume roads may not have an existing centerline), a NO CENTER STRIPE sign (CW8-12) should be erected at each end of the work area and just beyond major rural intersections and other location deemed necessary by the Engineer. Where possible, the signs erected at each end of the work area should be located in such a manner that drivers can read the sign and immediately see the change to no centerline. The NO CENTER STRIPE sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The NO CENTER STRIPE sign should be erected as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"LOOSE GRAVEL" SIGN (ECW8-7)

When construction begins, a LOOSE GRAVEL sign (ECW8-7) should be erected at each end of the work area and repeated at intervals of approximately two (2) miles in rural areas and closer in urban areas. The LOOSE GRAVEL sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The LOOSE GRAVEL sign should be erected as detailed on BC Standards. They should remain in place until the loose gravel condition no longer exists.

PAVEMENT MARKINGS

Short term pavement markings for surfacing projects shall use Temporary Flexible-reflective Roadway Marker Tabs. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept the cover over the reflective strip shall be removed. Tabs shall NOT be used to simulate edge lines.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

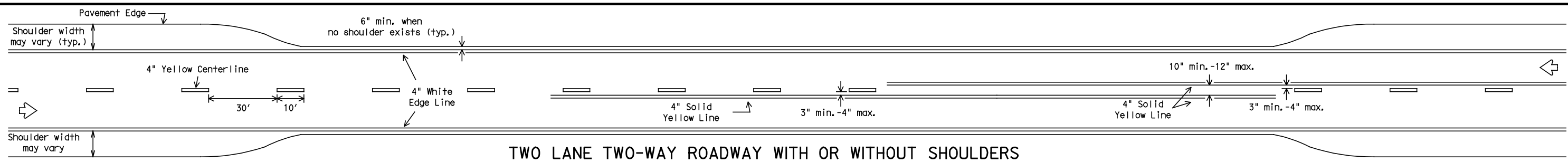
TYPICAL USAGE:				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓



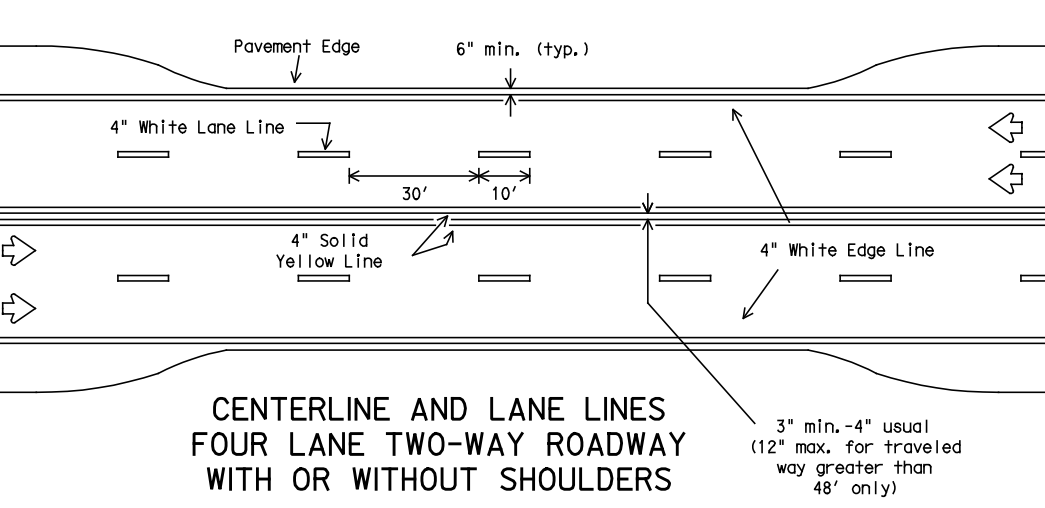
TRAFFIC CONTROL DETAILS  
 for  
 SURFACING OPERATIONS  
 TCP (7-1) - 98

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4-92	REVISIONS	CONT	SECT	JOB	HIGHWAY
1-97		3C	080	103	BERNAL
4-98		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		44

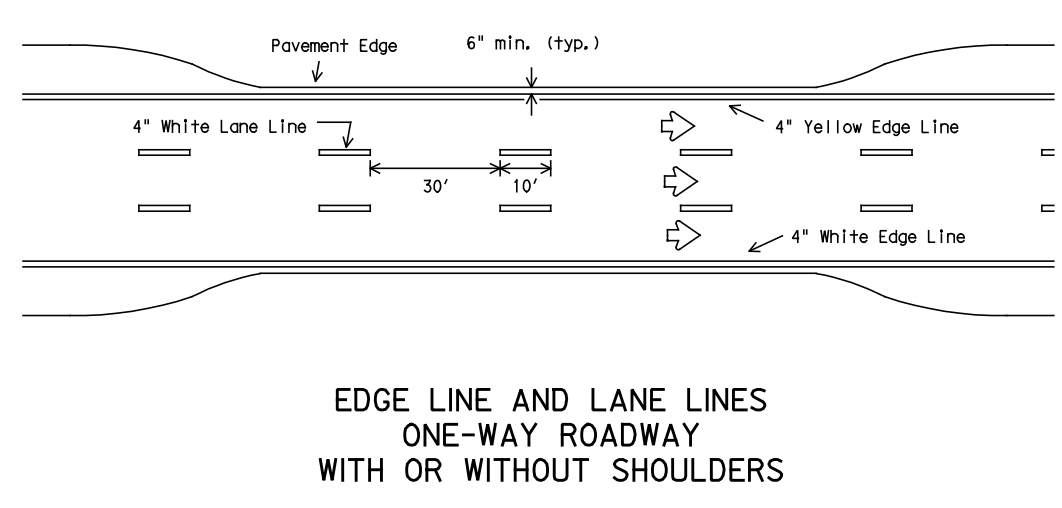
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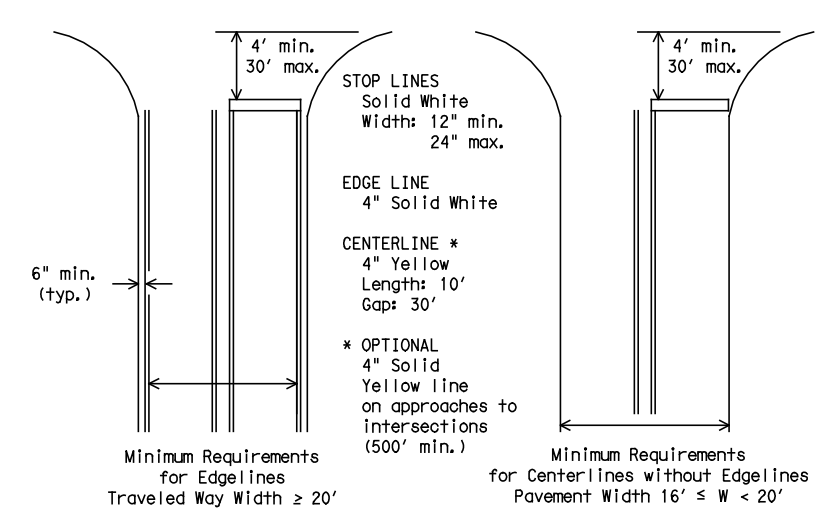
**TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**



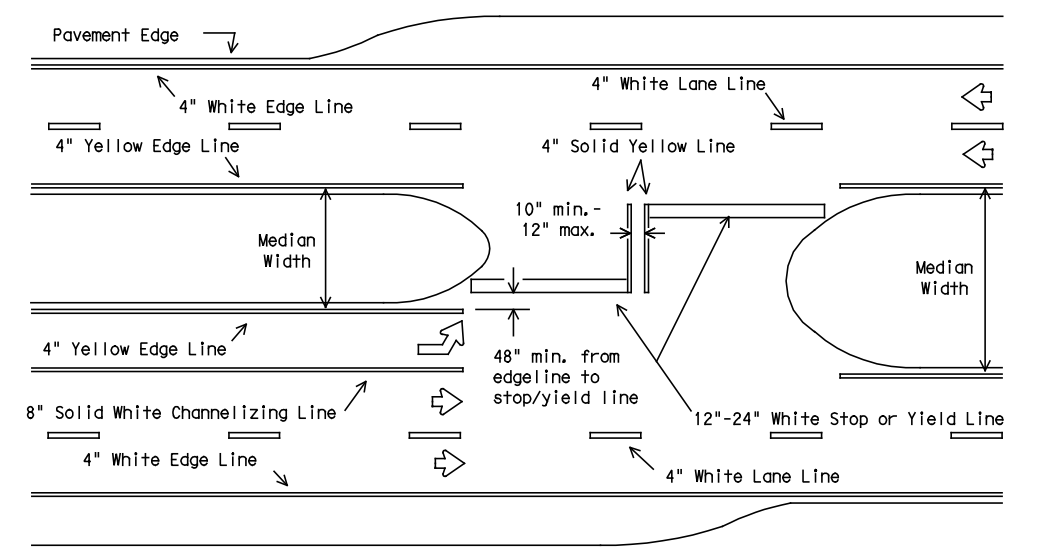
**CENTERLINE AND LANE LINES  
FOUR LANE TWO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**



**EDGE LINE AND LANE LINES  
ONE-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**

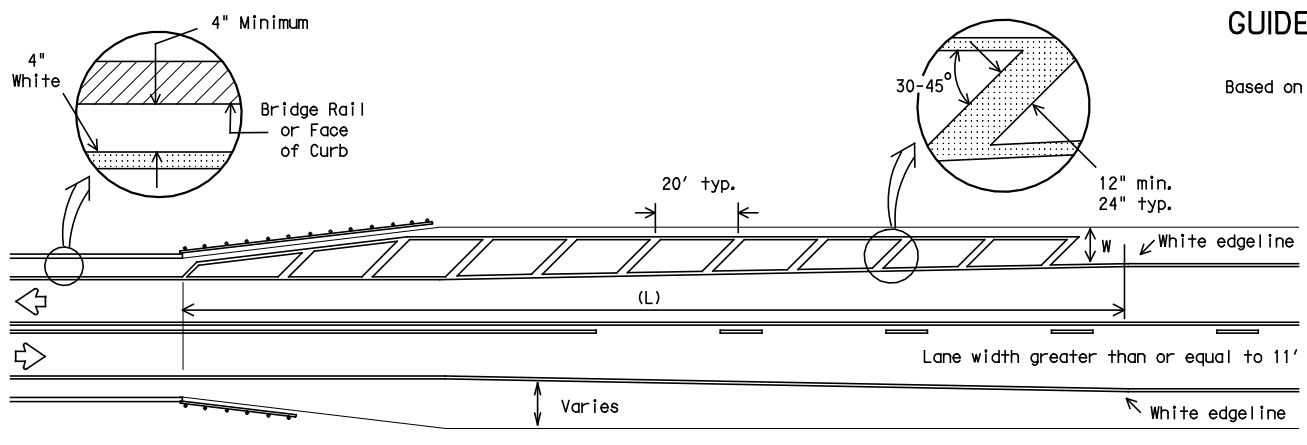


**GUIDE FOR PLACEMENT OF STOP LINES,  
EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

**FOUR LANE DIVIDED ROADWAY INTERSECTIONS**



- NOTES:**
- No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
  - For crosshatching length (L) see Table 1.
  - The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
  - The crosshatching is not required if delineators or barrier reflectors are used along the structure.
  - For guard fence details, refer elsewhere in the plans.

**ROADWAYS WITH REDUCED SHOULDER  
WIDTHS ACROSS BRIDGE OR CULVERT**

**TABLE 1 - TYPICAL LENGTH (L)**

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

\* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.  
 L=Length of Crosshatching (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

**EXAMPLES:**

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:  
 $L = 8 \times 70 = 560$  ft.

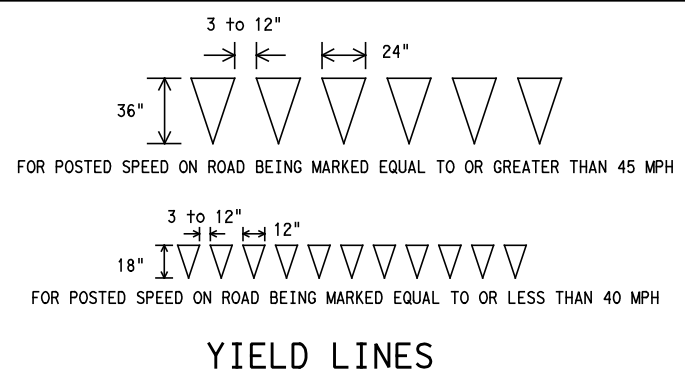
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:  
 $L = 4(40)^2 / 60 = 106.67$  ft. rounded to 110 ft.

**GENERAL NOTES**

- Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**YIELD LINES**

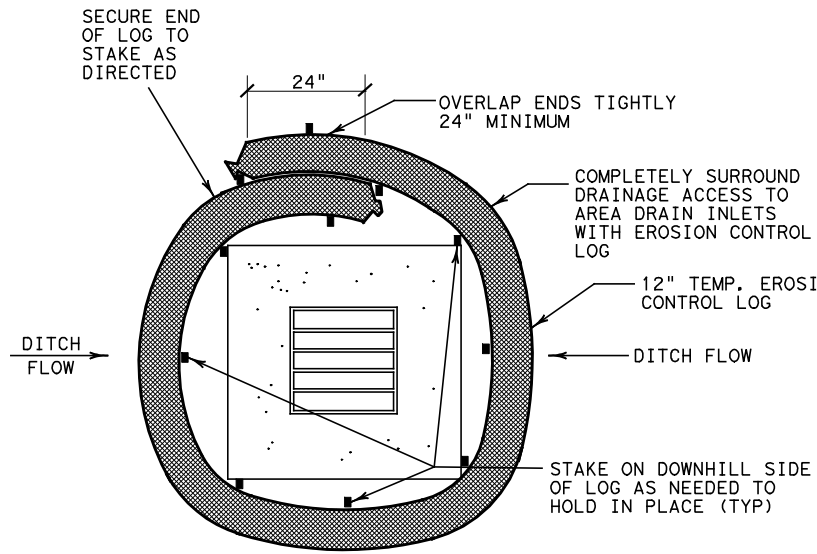
Texas Department of Transportation  
Traffic Operations Division

**TYPICAL STANDARD  
PAVEMENT MARKINGS**

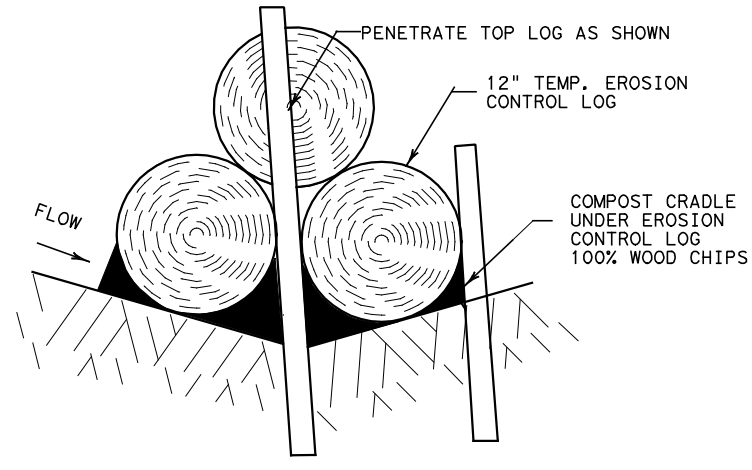
**PM(1)-12**

© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	3C	1080	103	BERNAL
5-00	DIST	COUNTY		SHEET NO.
8-00	PHR	HIDALGO		45
3-03				

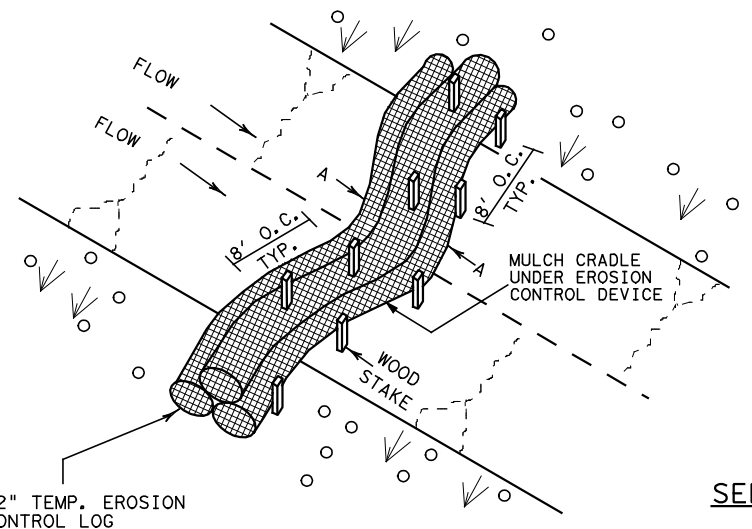
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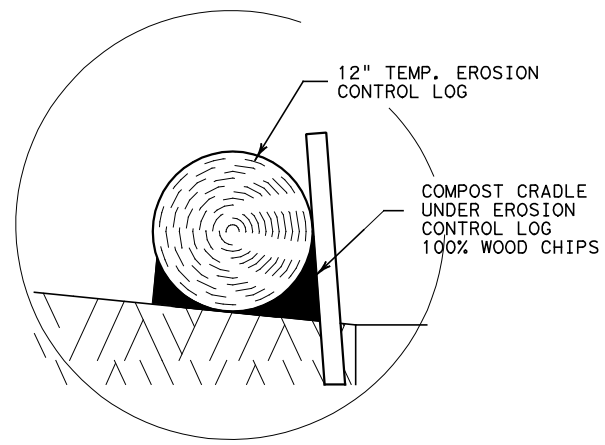
**DROP INLET SEDIMENT TRAP**  
DI-ST NTS



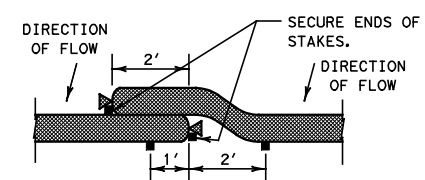
**DITCH LINE SEDIMENT TRAP A-A**  
DL-ST



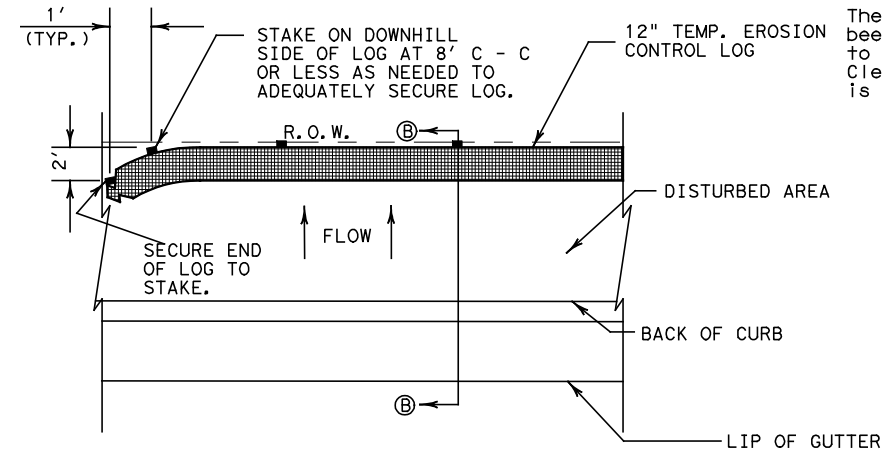
**DITCH LINE SEDIMENT TRAP**  
DL-ST



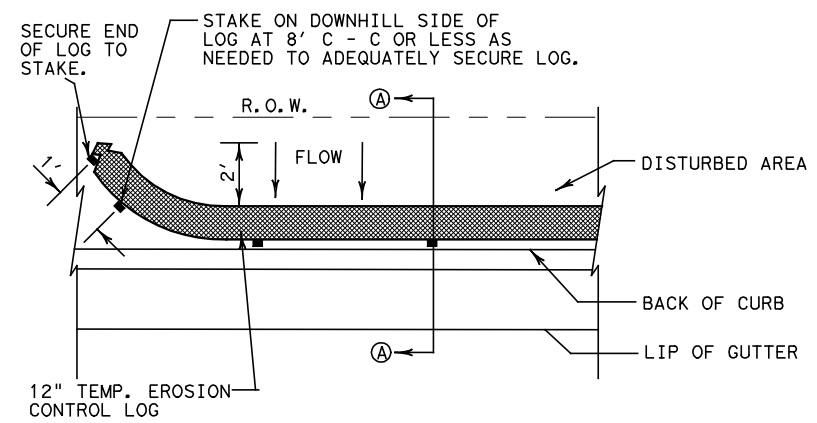
**COMPOST CRADLE**



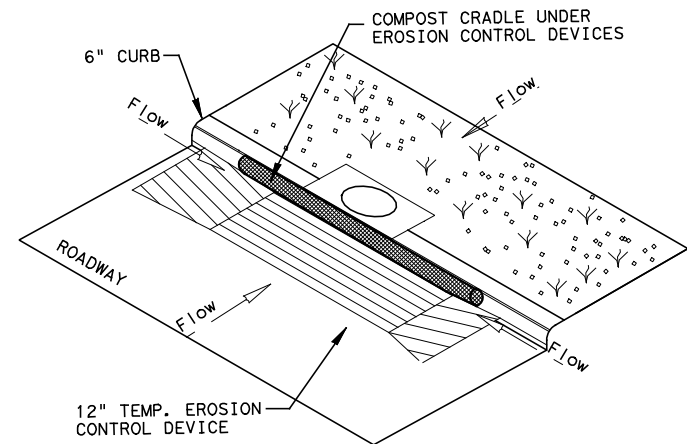
**LAP DETAIL**  
NTS



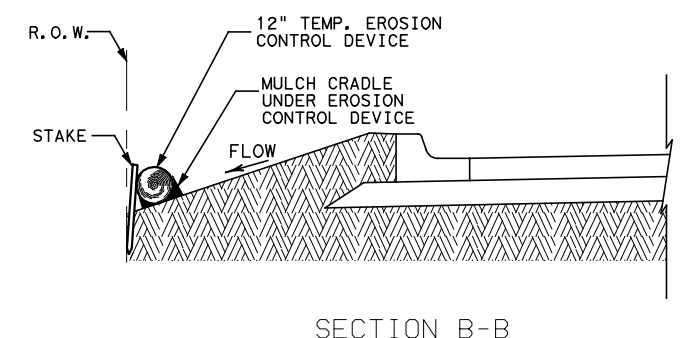
**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST NTS



**BACK OF CURB INLET SEDIMENT TRAP**  
BOCI-ST NTS



**CURB INLET SEDIMENT TRAP**  
CI-ST NTS



**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST NTS

**PLANS SHEET LEGEND**

- DI-ST DROP INLET SEDIMENT TRAP
- DL-ST DITCH LINE SEDIMENT TRAP
- BOCI-ST BACK OF CURB INLET SEDIMENT TRAP
- ROW-ST RIGHT OF WAY SEDIMENT TRAP
- CI-ST CURB INLET SEDIMENT TRAP

**SEDIMENT BASIN & TRAP USAGE GUIDELINES**

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

**Traps:** the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2" or the sediment has accumulated to a depth of 1", whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

**GENERAL NOTES**

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

LEVELS DISPLAYED:  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PHARR DISTRICT STANDARD

**Texas Department of Transportation**  
© TxDOT 2006

**TEMPORARY EROSION CONTROL LOGS  
TECL-06 (PHR)**

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6			VARIOUS
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHR	HIDALGO	46
CONTROL	SECTION	JOB	
2C	1080	230	

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# HIDALGO COUNTY

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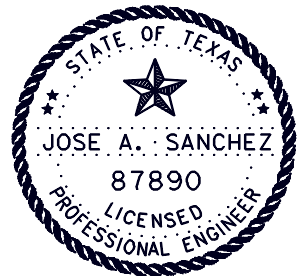
## BID PROPOSAL FOR

### CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION”


IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1



Prepared by:

 **TEDSI INFRASTRUCTURE GROUP**  
**Consulting Engineers**  
1201 East Expressway 83 ♦ Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

**TEDSI**  
TBPE Firm No. 1640

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**EL MESQUITE SUBDIVISION**

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- 2) [Hidalgo County Legal Notice](#)
- 3) [Bidder Acknowledgement](#)
- 4) [Information for Bidders](#)
- 5) [Bid Form](#)
- 6) Bid Bond
- 7) [Draft Contract](#)
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- 9) Payment Bond
- 10) Performance Bond
  
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- 12) [General Conditions of the Agreement](#)
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- 15) [Supplemental General Condition](#)
  
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- h.** [List of Suppliers](#)
- i.** [Partial Release of Lien](#)
- j.** [Contractor's Affidavit of Payment of Debts and Claims](#)
- k.** [Prevailing Wage Rates Certificate Statement](#)
- l.** [Certificate of Construction Completion](#)
- m.** [Contractor's Affidavit of Release of Liens](#)

**20)** [Construction Identification Sign](#)

# REQUEST FOR BIDS

## (Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:  
CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572**, Phone No (956) 424-7898 for the amount of \$100.00 each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, XXXXXX XX, 2012 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

**CAP-12-049-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION"**

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S. Business Hwy. 281  
(Southeast of Canton Rd & Business 281)  
Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, XXXXXXXX XX, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **XX<sup>TH</sup>** day of **XXXXXX, 2012**.

**MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT**

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

LEGAL NOTICE

**BID NO: CAP-00-000-00-00-YSI**

1. Sealed bids will be received for **“HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION”** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, XXXXXXX XX, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program  
301 E. State St  
Pharr TX 78577  
Attn: Marcie Jackson

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<u>        XXXXXX  XX        </u> , 2012
Award of Contract	<u>                                </u> , 2012
Commence Work or Deliver Products	<u>                                </u> , 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
  
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**BIDDERS ACKNOWLEDGEMENT**

Bid for

**HIDALGO COUNTY**

**“ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION”**

**BID NO.: CAP-00-000-00-00 YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539  
(Southeast corner of Canton Rd & Business 281)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

# INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday XXXXXX XX, 2012 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION"**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract –

- a Must be acceptable to the Owner after verification of the current eligibility status, and,
- b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### **4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### **5. Method of Bidding**

The Owner invites the following bid(s):      Border Access Colonia Project Round **3**  
Grant No. \_\_\_\_\_  
Subdivision Name: **El Mesquite**

#### **6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

#### **7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days thereafter. **150** consecutive calendar days breakdown as follows: **60** days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within **60** consecutive calendar days or all construction is not completed within **150** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## 11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **TEDSI Infrastructure Group** **1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## 13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

#### **15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**18. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor’s care.

## **SPECIAL PROVISIONS**

- 1.** The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
- 2.** It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
- 3.** Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
- 4.** In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
- 5.** The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
- 6.** Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
- 7.** In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
- 8.** Prospective bidders should make a careful examination of the projects sites.
- 9.** Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
- 10.** No open trenches or excavation shall be left open overnight.

**BID FORM**  
**BORDER COLONIA ACCESS PROJECT - HIDALGO COUNTY PRECINCT NO 1**  
**CAP-00-000-00-00-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION"**

ROADWAY IMPROVEMENTS							
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		UNIT PRICE (In Figures)	TOTAL (In Figures)
				(In Words)			
0100	25.41	STA	PREPARING ROW		Dollars	\$	\$
					Cents		
0110	1153	CY	EXCAVATION(ROADWAY)		Dollars	\$	\$
					Cents		
0132	304	CY	EMBANKMENT(FINAL)(DENS CONT)(TY C)		Dollars	\$	\$
					Cents		
0164	7209	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)		Dollars	\$	\$
					Cents		
0168	360.5	MG	VEGETATIVE WATERING		Dollars	\$	\$
					Cents		
0247	8010	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)		Dollars	\$	\$
					Cents		
0260	60.2	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)		Dollars	\$	\$
					Cents		
0260	8010	SY	LIME TRT(NEW BASE)(8")		Dollars	\$	\$
					Cents		
0310	1369	GAL	PRIME COAT(MC-30)		Dollars	\$	\$
					Cents		
0340	6839	SY	D-GR HMA(METH)TY-D SAC-B PG64-22		Dollars	\$	\$
					Cents		
0500	1	LS	MOBILIZATION		Dollars	\$	\$
					Cents		
0502	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING		Dollars	\$	\$
					Cents		
0666	5000	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)		Dollars	\$	\$
					Cents		
0666	30	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)		Dollars	\$	\$
					Cents		
0666	580	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)		Dollars	\$	\$
					Cents		
0666	400	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)		Dollars	\$	\$
					Cents		
<b>ROADWAY IMPROVEMENTS TOTAL</b>						\$	\$

DRAINAGE IMPROVEMENTS							
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE		UNIT PRICE (In Figures)	TOTAL (In Figures)
				(In Words)			
0464	25.41	LF	RC PIPE(CL III)(18 IN)		Dollars	\$	\$
					Cents		
0506	52	LF	TEMPORARY SEDIMENT CONTROL FENCE		Dollars	\$	\$
					Cents		
0530	335	SY	DRIVEWAYS(CONC)		Dollars	\$	\$
					Cents		
0530	861	SY	DRIVEWAYS(ACP)		Dollars	\$	\$
					Cents		
4378	1020	LF	THERMOPLASTIC PIPE (15 IN)(TY III)		Dollars	\$	\$
					Cents		
<b>DRAINAGE IMPROVEMENTS TOTAL</b>						\$	\$

<b>GRAND TOTAL</b>	\$
--------------------	----

BIDDER/COMPANY NAME: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**CONTINUATION OF BID PAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **150** calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier’s check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the Sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____
#3	_____	_____	#4	_____

Respectfully submitted,

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

**HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

5THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT  
C-CAP-00-000-00-00**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, \_\_\_\_\_ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**ROAD & DRAINAGE CONSTRUCTION FOR EL MESQUITE SUBDIVISION**

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, **2012**.

CONTRACTOR: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

800 Pecan

McAllen, Texas 78504

BY: \_\_\_\_\_

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....)

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_,  
a (2) \_\_\_\_\_, hereinafter called  
Principal and (3) \_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called the  
Surety, are held and firmly bound unto (4) \_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called Owner, and unto all persons,  
firms, and corporations who may furnish materials for, or perform labor  
upon the building or improvements hereinafter referred to the penal sum  
of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the  
United States to be paid in (5) \_\_\_\_\_, for the  
payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally,  
firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal  
entered into a certain contract with (6) \_\_\_\_\_,  
\_\_\_\_\_, the Owner, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is  
hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT  
SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the  
-1- Principal shall promptly make payment to all claimants as defined  
in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by  
House Bill 344, Act 56<sup>th</sup> Legislature, Regular Session, 1925 effective  
April 27, 1959, supplying labor and materials in the prosecution of  
the work provided for in said Contract, then this obligation shall be  
null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all  
claimants supplying labor and material in the prosecution of the work  
provided for in said Contract, and all such claimants shall have a  
direct right of action under the bond as provided in Article 5160,  
Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56<sup>th</sup>  
Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D., 200\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: \_\_\_\_\_

**PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

**PERFORMANCE BOND**  
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_ OF \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**  
**\_\_\_\_\_ SUBDIVISION**  
hereinafter called the "Work").

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These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NOTE: If Contractor is a partnership, all partners should execute bond.

**PERFORMANCE-PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)

BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

## **EXHIBIT “C”**

### **Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR  OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# **GENERAL CONDITIONS OF THE AGREEMENT**

## **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **TEDSI Infrastructure Group**.

## **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

#### *Copeland Act Regulations*

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

### *Copeland Act Regulations*

### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

#### *Copeland Act Regulations*

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. (36 F.R. 9770, May 28,1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

- (b) The deduction is not otherwise prohibited by law;

- (c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the

contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.IL 9770, May 29, 1971.)

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

### *Copeland Act Regulations*

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

### D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

### 2.02\* Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

\*See Supplementary Conditions

#### 2.05\* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

\* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

\*See Supplementary Conditions

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01\* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

##### A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

##### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

\*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.02\* *Subsurface and Physical Conditions*

A.\* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

\*See Supplementary Conditions

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05\* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

\*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

\*See Supplementary Conditions

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01\* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.\* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04\* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

\*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

A.\* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06\* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

\*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.\* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.\* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.\* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.\* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A.\* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

\*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08\* *Receipt and Application of Insurance Proceeds*

A.\* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.\* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 5.09\* *Acceptance of Bonds and Insurance; Option to Replace*

A.\* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

\*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

**B. *Substitute Construction Methods or Procedures:*** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

**C. *Engineer's Evaluation:*** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

**D. *Special Guarantee:*** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**E. *ENGINEER's Cost Reimbursement:*** ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

**F. *CONTRACTOR's Expense:*** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

**A.** CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10\* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11\* *Use of Site and Other Areas*

##### A.\* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

\*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17\* *Shop Drawings and Samples*

A.\* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.\* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

\*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

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7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

#### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

#### 8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

\*See Supplementary Conditions

#### 8.06\* *Insurance*

A.\* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03\* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

\*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

\*See Supplementary Conditions

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## 11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01\* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.\* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

\*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

## 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

## 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02\* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03\* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.\* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

\*See Supplementary Conditions

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.\* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

\*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### 15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

#### 15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION\*

#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS\*

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

## **SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirety and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

### **GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

**GENERAL NOTES AND  
STANDARD SPECIFICATIONS**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

### **ITEM 3. Scope of Work**

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

### **ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

### **ITEM 8. Prosecution and Progress**

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

### **ITEM 100. Preparing Right of Way**

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

#### **ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

#### **ITEM 164. Seeding for Erosion Control**

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

##### Seed mixture

Seed mixture shall be as specified under Item 164.

#### **ITEM 166. Fertilizer**

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

#### **ITEM 216. Proof Rolling**

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

#### **ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY “D” materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2”	0
1/2”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

#### **ITEM 251. Reworking Base Material**

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

#### **ITEM 260. Lime Treatment (Road Mixed)**

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

### **ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 64-22.

### **ITEM 301. Asphalt Antistripping Agents**

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

### **ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

### **ITEM 314. Emulsified Asphalt Treatment**

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

### **ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

### **ITEM 420. Concrete Structures**

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

#### **ITEM 421. Portland cement Concrete**

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Air entrain all concrete used in Drilled Shafts.

#### **ITEM 432. Riprap**

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

#### **ITEM 462. Concrete Box Culverts and Storm Drains**

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

#### **ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

#### **ITEM 466. Headwalls and Wingwalls**

Do not use pre-cast headwalls/wingwalls.

#### **ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

#### **ITEM 471. Frames, Grates, Rings and Covers**

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

#### **ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer:

#### **ITEM 502. Barricades, Signs and Traffic Handling**

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the “Texas Manual on Uniform Traffic Control Devices”. In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

#### **ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

#### **ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls**

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

#### **ITEM 508. Constructing Detours**

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

#### **ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter**

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

#### **ITEM 530. Public & Private Driveways**

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

#### **ITEM 531. Sidewalks**

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

#### **ITEM 538. Right of Way Markers**

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

#### **ITEM 540. Metal Beam Guard Fence**

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

#### **ITEM 542. Removing Metal Beam Guard Fence**

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

#### **ITEM 544. Guardrail End Treatments**

Label “end treatment type” on backside of unit at time of installation.

#### **ITEM 552. Wire Fence**

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

#### **ITEM 585. Ride Quality for Pavement Surfaces**

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

### **ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings**

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

### **ITEM 677, Eliminating Existing Pavement Markings and Markers**

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

**STANDARD SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX ASPHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

**SPECIAL SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035          BLADE LEVEL-UP

**SPECIAL PROVISIONS:** Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX ASPHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

## **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**SALES TAX AND LOCAL SALES TAX  
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

#### §Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED.

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**Prevailing Wage Rates  
Certification Statement**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

CSJ# \_\_\_\_\_

Contractor \_\_\_\_\_

Application# \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

- 1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
- 2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
- 3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
- 4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature







Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR

PROJECT NO. COUNTY DATE WORK BEGAN

TIME COMPUTED FROM DATE WORK COMPLETED

Table with columns: MONTH, DATE OR DAYS, WORKING DAYS CHARGED, DAYS CREDITED AND REASONS THEREFORE. Includes a 'TOTALS' row at the bottom with values 0 and 0.

NO. OF CONTRACT WORKING DAYS NO. WORKING DAYS CHARGED TO DATE 0
ASSESSED LIQUIDATED DAMAGES: NO. PER DAY \$ TOTAL \$ 0.00
CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with  
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

**Contractor:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Project/Precinct:** \_\_\_\_\_

**Owner's Contract No.:** \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

## CHANGE ORDER NUMBER ONE(1)

Project: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:                   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Reason for Change Order:   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	0 <small>calendar days</small>
\$ 0.00			
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	0 <small>calendar days</small>
\$ 0.00			
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E-B**

**APPLICATION FOR PAYMENT NO.**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

- 1. Original Contract Price: \_\_\_\_\_
- 2. Net change by Change Order and Written Agreements(+or-): \_\_\_\_\_
- 3. Current Contract Price (1 plus 2): \_\_\_\_\_
- 4. Total completed and stored to date: \_\_\_\_\_
- 5. Retainage (per Agreement):  
    \_\_\_\_\_ 10% of completed Work: \_\_\_\_\_  
    \_\_\_\_\_ of stored material \_\_\_\_\_  
    Total Retainage: \_\_\_\_\_
- 6. Total completed and stored to date less retainage (4 minus 5) \_\_\_\_\_
- 7. Less previous Application for Payments: \_\_\_\_\_
- 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) \_\_\_\_\_

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

**Estimate Quantity Update Worksheet**

Colonia: \_\_\_\_\_ Date: \_\_\_\_\_  
 Roadway: \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Control: \_\_\_\_\_ Contract Price: \_\_\_\_\_  
 Project No.: \_\_\_\_\_ Work Done this Mo.: \_\_\_\_\_  
 County: \_\_\_\_\_ % Complete: #DIV/0!  
 Est. No.: 1

Work Type: Paving & Drainage  
 Limits: \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_

Date Began: ?  
 Contract Time: 120  
 Time Charged: 90  
 % Time Used: 75.00%

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
<b>(901) ADMINISTRATIVE</b>														
<b>(902) PRELIMINARY ENGINEERING</b>														
<b>(903) CONSTRUCTION ENGINEERING</b>														
<b>(904) RIGHT-OF-WAY</b>														
<b>(905) ROADWAY CONSTRUCTION</b>														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00	0	0	\$0.00	0	0	0.00
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0	0	\$0.00	0	0	\$0.00	0	0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0	0	\$0.00	0	0	\$0.00	0	0	0.00
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
644	SMALL RDS SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
<b>(906) DRAINAGE</b>														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0	0	\$0.00	0	0	\$0.00	0	0	0.00

Monthly Totals:	\$0.00	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (905):	\$0.00	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	\$0.00	0.00

Total to Date  
 Roadway (905): \$0.00  
 Drainage (906): \$0.00  
 Total \$0.00

Prepared and Checked By: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Contractor Name \_\_\_\_\_  
Starting Date \_\_\_\_\_  
Project Ending Date \_\_\_\_\_  
Retainage Percent \_\_\_\_\_

Application No.: \_\_\_\_\_  
Application Date: \_\_\_\_\_  
Period To: \_\_\_\_\_  
Engineer Firm: \_\_\_\_\_

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name			
					CSJ#	CSJ#	CSJ#	CSJ#
<b>Subgrade</b>	Tex-101-E Part III	Pulverization						
	Tex-113	Moist. Density Curve						
	Tex-115-E	In-place Density						
		Thickness						
		Proof Roll						
<b>Flex Base</b>	Tex-101-E	Preparing Soils and Flex Bases						
	Tex-104-E	Determining Liquid Limit of Soils						
	Tex-105-E	Determining Plastic Limit of Soils						
	Tex-106-E	Calculating the Plasticity Index						
	Tex-107-E	Linear Shrinkage						
	Tex-110-E	Particle Size Analysis						
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)						
	Tex-116-E	Wet Ball Mill Method Tex						
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)						
	Tex-115-E	In-place Density						
<b>En-1</b>		Thickness						
	IAW ASTM 4609							
	Tex-103-E							
	Tex-114-E							
	TexDOT 121 E							
	ASTM D 4546							
	ASTM D 1587							
	Tex115-E							
	Tex-207-F	Determining Density of Compacted Bituminous Mixtures						
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures						
<b>Hot Mix</b>	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction						
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method						
Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
<b>In-Place Density</b>	Texas SDHPT							
	Bullentin C-14							
	ASTM D-2950.76							
<b>Lime</b>	AASHTO T-166							
	Tex-600-J	Lime Testing Procedure						Waive testing if less than 50 Tons from a Pre-Approved Source
<b>Rcp</b>		Three Edge Bearing Test						1 pipe for each 100 pipe

**ASAGO CONSTRUCTION**  
“QUALITY AND SERVICE”

---

**RAUL IGLESIAS**  
Manager

**ASAGO, LLC**  
2113 Pecos  
Mission, TX 78572  
(956)607-0741 office  
(956)585-7040 fax  
[iglesias@hiline.net](mailto:iglesias@hiline.net)

October 1, 2008

Mr. Javier Hinojosa, P.E.  
Javier Hinojosa Engineering  
4126 E. Dove Ave.  
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program  
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2  
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,  
*Raul Iglesias*  
Raul Iglesias, Manager

**PARTIAL/FINAL WAIVER OF LEIN**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
\_\_\_\_\_ to furnish \_\_\_\_\_  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:

**Prevailing Wage Rates  
Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

**I, \_\_\_\_\_ do hereby state:**  
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

\_\_\_\_\_

- 2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
- 3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
- 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	_____
Present Amount of Contract	_____
Total Amount of earned to Date	_____
Less: previous payments	_____
Balance	_____
Authorized deductions	_____
AMOUNTY OF FINAL PAYMENT	_____

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
Hidalgo County Judge

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

<b>PROJECT:</b>	<b>PROJECT NO.</b>
<b>OWNER:</b>	
<b>CONTRACTOR:</b>	
<b>ENGINEER:</b>	

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **CONSTRUCTION IDENTIFICATION SIGN:**

Size, 4' – 0" X 8' – 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be  $\frac{3}{4}$ " Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.



# Your Tax Dollars at Work

## Hidalgo County Pct 1

Joel Quintanilla, Commissioner  
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## **El Mesquite Subdivision Paving Projects**

Hidalgo County Commissioner's Court

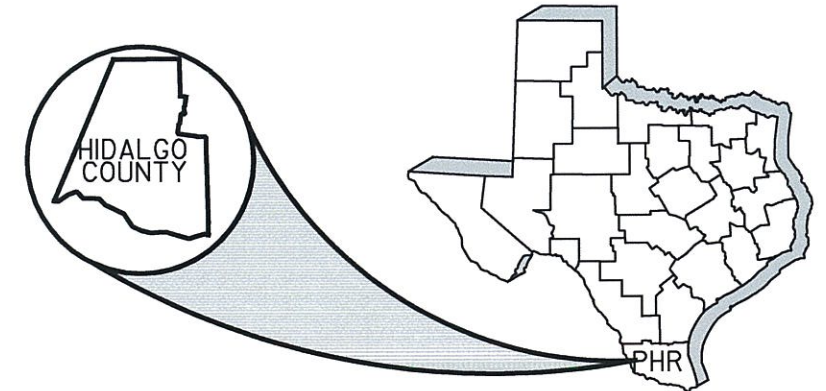
Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: \_\_\_\_\_

Engineer: \_\_\_\_\_ TEDSI Infrastructure Group

# HIDALGO COUNTY PRECINCT NO. 1

## CONSTRUCTION PLANS EL MESQUITE SUBDIVISION BORDER ACCESS COLONIA PROJECT ROUND III COMPETITIVE CSJ 2C-1080-244



PROJECT LIMITS:  
DIANA ST = 1271' = 0.24 MI  
JULIE ST = 1272' = 0.24 MI

TOTAL LENGTH OF PROJECT = 2543' = 0.49 MI  
TOTAL AREA OF DISTURBED SOIL = 2.90 AC

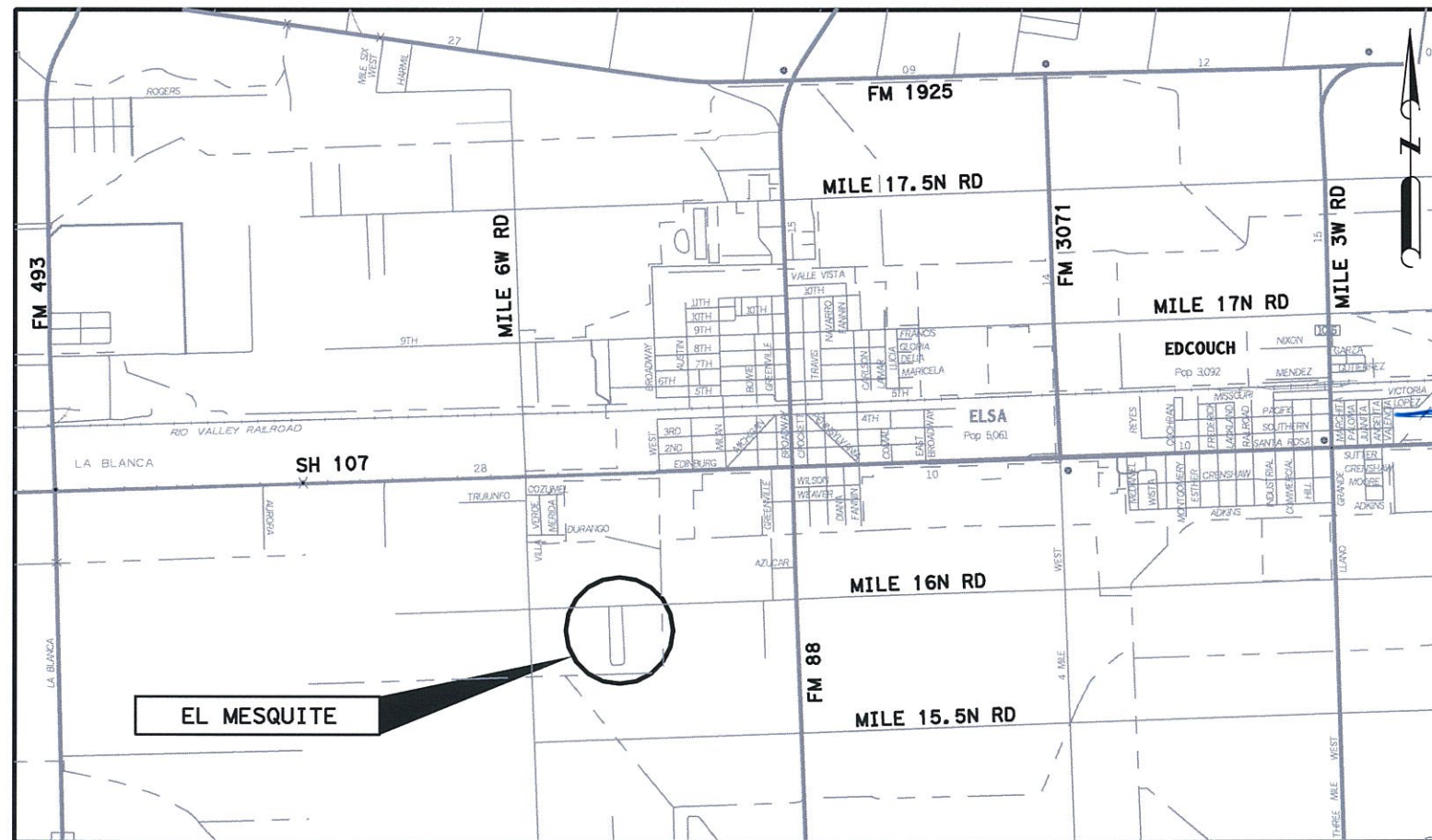
### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	SUMMARY OF QUANTITIES
4	GENERAL NOTES
5	TYPICAL SECTIONS
6	TRAFFIC CONTROL PLAN GENERAL NOTES
7	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
8-13	PLAN & PROFILE
14	DRIVEWAY TABLES
15	EARTHWORKS
16-21	CROSS-SECTIONS
22	PAVEMENT MARKINGS
23	SW3P

### STANDARDS

24	DRIVEWAY PROFILE DETAILS
25	DRIVEWAY DETAILS PRIVATE
26-37	BC(1)-07 THRU BC(12)-07
38	WZ(TD)-03
39	WZ(UL)-03
40	WZ(DERD)-03
41	TCP(1-2)-12
42	TCP(2-2)-12
43	TCP(3-3)-98
44	TCP(7-1)-98
45	PM(1)-12
46	TECL-06(PHR)

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, NEW FLEXBASE, ROADSIDE DITCHES AND STRIPING.



LOCATION MAP  
N.T.S.

APPROVAL  
HIDALGO COUNTY  
COLONIA ACCESS PROGRAM  
DATE : 03/20/12

APPROVAL  
HIDALGO COUNTY  
COUNTY PRECINCT No 1  
DATE : 03/20/12

APPROVAL  
HIDALGO COUNTY PLANNER  
DATE : 03/20/12  
JOSIE FE PLAN ADM.

CONCURRENCE:  
HIDALGO COUNTY DRAINAGE  
DISTRICT No 1  
DATE : 3/20/12

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



*[Signature]*  
03/19/2012

### HIDALGO COUNTY OFFICIALS

RAMON GARCIA	- COUNTY JUDGE
JOEL QUINTANILLA	- PCT 1 COMMISSIONER
HECTOR "TITO" PALACIOS	- PCT 2 COMMISSIONER
JOE M. FLORES	- PCT 3 COMMISSIONER
JOSEPH PALACIOS	- PCT 4 COMMISSIONER



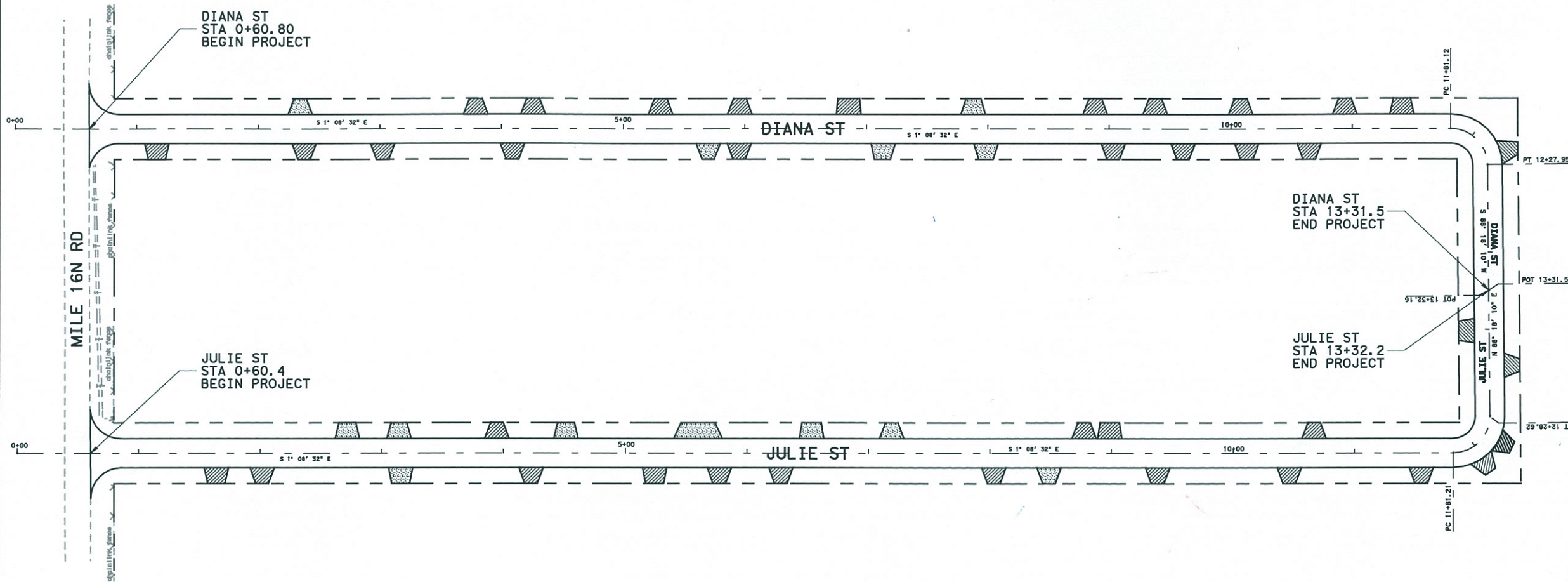
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED SHALL GOVERN ON THIS PROJECT.

NO EXCEPTIONS  
NO EQUATIONS  
NO RAILROAD CROSSINGS

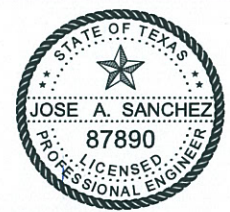
### TEDSI INFRASTRUCTURE GROUP

TEDSI  
TBPE F-1640

Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898



NO.	DATE	REVISION	APP.



*Jose A. Sanchez*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
**TEDSI** Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (936) 424-7898  
 TBPE F-1640

EL MESQUITE  
  
**PROJECT LAYOUT**  
  
 SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		2
STATE	DIST.	COUNTY
TEXAS	PHR	HIDALGO
CSJ	PCT	HIGHWAY NO.
2C-1080-244	1	VARIOUS

3/19/2012 3:42:41 PM p:\2009\2009-1027-02 hobcap III additional\_colon\cs\des\gn\03 el mesquite\cs\Roadway\MES-project.dgn

**APPLICATION RATES:**

HOT MIX ASPHALT - 1.5" = 175 LB/SY

PRIME COAT - 0.2 GAL/SY

LIME (FLEXBASE) - 2% BY WT

FLEXBASE WT - 3375 LB/CY (APPROX)

WATERING - FIRST 4 WKS - 3 CYCLES/WK AT 2.5 GAL/SY/CYCLE  
NEXT 8 WKS - 1 CYCLE/WK AT 2.5 GAL/SY/CYCLE

FERTILIZER - 100 LBS OF NITROGEN/ACRE  
THE N-P-K RATIO TO INCLUDE AT LEAST 5%P AND 5%K

**ROADWAY SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL	DIANA ST	JULIE ST
0100-2002	PREPARING ROW	STA	25.41	12.7	12.71
0110-2001	EXCAVATION(ROADWAY)	CY	1153	495	658
0132-2006	EMBANKMENT(FINAL)(DENS CONT)(TY C)	CY	304	185	119
0164-2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7209	3598	3611
0166-2001	FERTILIZER	AC	1.5	0.75	0.75
0168-2001	VEGETATIVE WATERING	MG	360.5	179.9	180.6
0247-	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	8010	4002	4008
0260-2012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	60.2	30.1	30.1
0260-2015	LIME TRT(NEW BASE)(8")	SY	8010	4002	4008
0310-2001	PRIME COAT(MC-30)	GAL	1369	684	685
0340-	D-GR HMA(METH)TY-D SAC-B PG64-22	SY	6839	3417	3422
0496-2007	REMOV STR(PIPE)	LF	799	388	411
0500-2001	MOBILIZATION	LS	1		
0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	1	1
0666-2012	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	LF	5000	2500	2500
0666-2048	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	LF	30	15	15
0666-2105	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	LF	580	290	290
0666-2111	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	400	200	200

**DRAINAGE SUMMARY**

ITEM-CODE	DESCRIPTION	UNIT	TOTAL	DIANA ST	JULIE ST
0464-2003	RC PIPE(CL III)(18 IN)	LF	25.41	12.7	12.71
0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	52	26	26
0530-2010	DRIVEWAYS(CONC)	SY	335	116	219
0530-2011	DRIVEWAYS(ACP)	SY	861	455	406
4378-	THERMOPLASTIC PIPE (15 IN)(TY III)	LF	1020	500	520

⊙ FOR CONTRACTOR'S INFORMATION ONLY. ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**



**EL MESQUITE**

**SUMMARY OF QUANTITIES**

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			3
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	

**GENERAL NOTES AND SPECIFICATION DATA**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act." Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

**ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

**ITEM 8. Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.A.1 Five-Day Workweek.

**ITEM 132. Embankment**

The native soils within the project area are not considered suitable for use as select fill materials. Borrow used as embankment material in the top two feet (Select Fill) below the bottom of pavement flexible base shall meet the following requirements:

1. TxDOT Bid Item 247, Type E, Grade 4
2. Alternative select fill material

- a. The following soils, as classified according to the USCS, may be considered satisfactory for use as select fill materials at this site: SC,GC,CL and combinations of these soils.
- b. In addition to the USCS classification, alternative select fill materials shall have a maximum liquid limit of 35 percent, a plasticity index between 5 and 17 percent and a maximum particle size not exceeding 4 inches or one-half the loose lift thickness, whichever is smaller.
- c. In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a minimum rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.
- d. If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the General Contractor.
- e. The General Contractor will be responsible for ensuring that the properties of all delivered alternate select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.
- f. Soils classified as CH, CL, MH, ML, SM, GM, OH,OL and Pt under the USCS and not meeting the alternative select fill material requirements are not considered suitable for use as select fill materials at this site.
- g. Select fill should be placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 98 percent of maximum dry density as determined by ASTM D698. The moisture content of the fill should be maintained within the range of two percentage points below the optimum moisture content to two percentage points above the optimum moisture content until the final lift of fill is permanently covered.
- h. The select fill should be properly compacted in accordance with these recommendations and tested by the Geotechnical Engineer for compaction as specified.

**ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

**ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material. The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

**BEFORE LIME IS ADDED**

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max Wet Ball PI:	15
Wet Ball Mill Max Amount:	20
Min. Comp. Strength PSI	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

**After 1% lime (laboratory) is added to unlimed material**

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

2% lime shall be incorporated into the Flexible Base in the field at the owner's expense.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

**ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 76-22.

**ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

**ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

**ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer.

**ITEM 502. Barricades, Signs and Traffic Handling**

A pilot car and radio equipped flagmen shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flagmen and/or radio equipped flagmen and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

**ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

**ITEM 530. Driveways and Turnouts**





Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

**MISC**

The contractor shall be responsible for maintenance of sediment traps. Damaged/missing sediment traps shall be replaced by the contractor at no additional cost. R.O.W. sediment traps may be shown on plans for clarity purposes only. Actual placement shall be done within R.O.W.

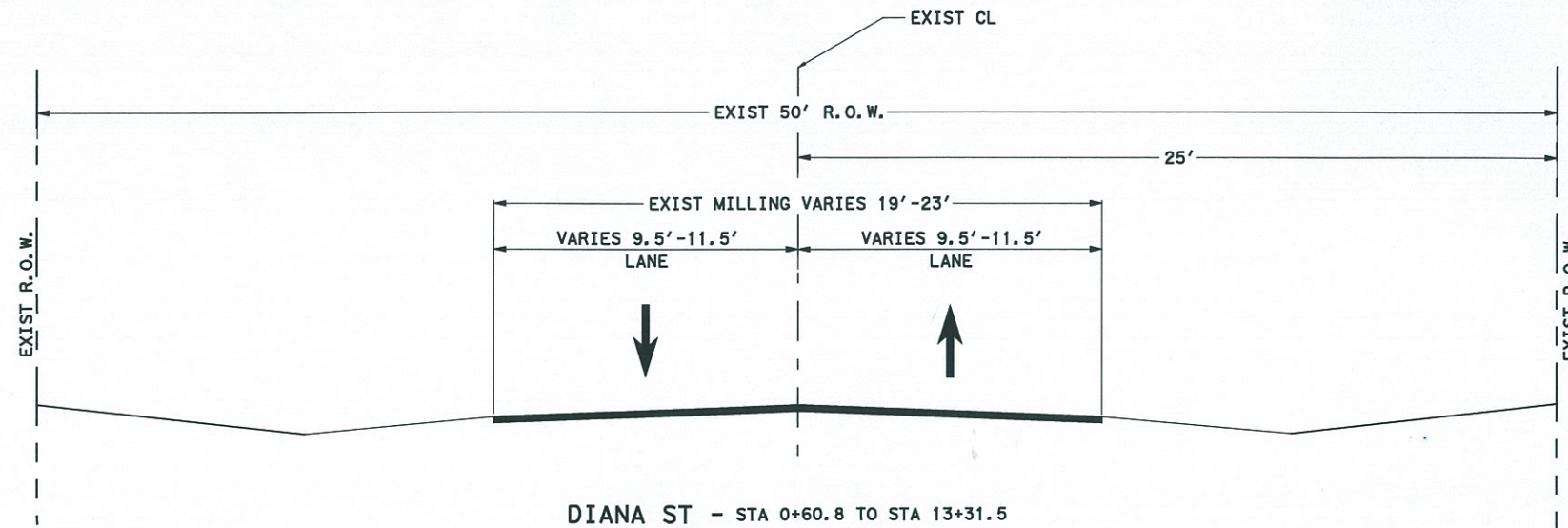
The contractor shall be responsible for posting Small Construction Site Notice and any additional permits required by T.E.C.Q.

NO.	DATE	REVISION	APP.
  <span style="float: right;">03/19/2012</span>			
 <span style="float: right;"><b>HIDALGO COUNTY</b></span>			
 <span style="float: right;"><b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898</span>			
<b>EL MESQUITE</b>			
<b>GENERAL NOTES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 4
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ		PCT	HIGHWAY NO.
2C-1080-244		1	VARIOUS

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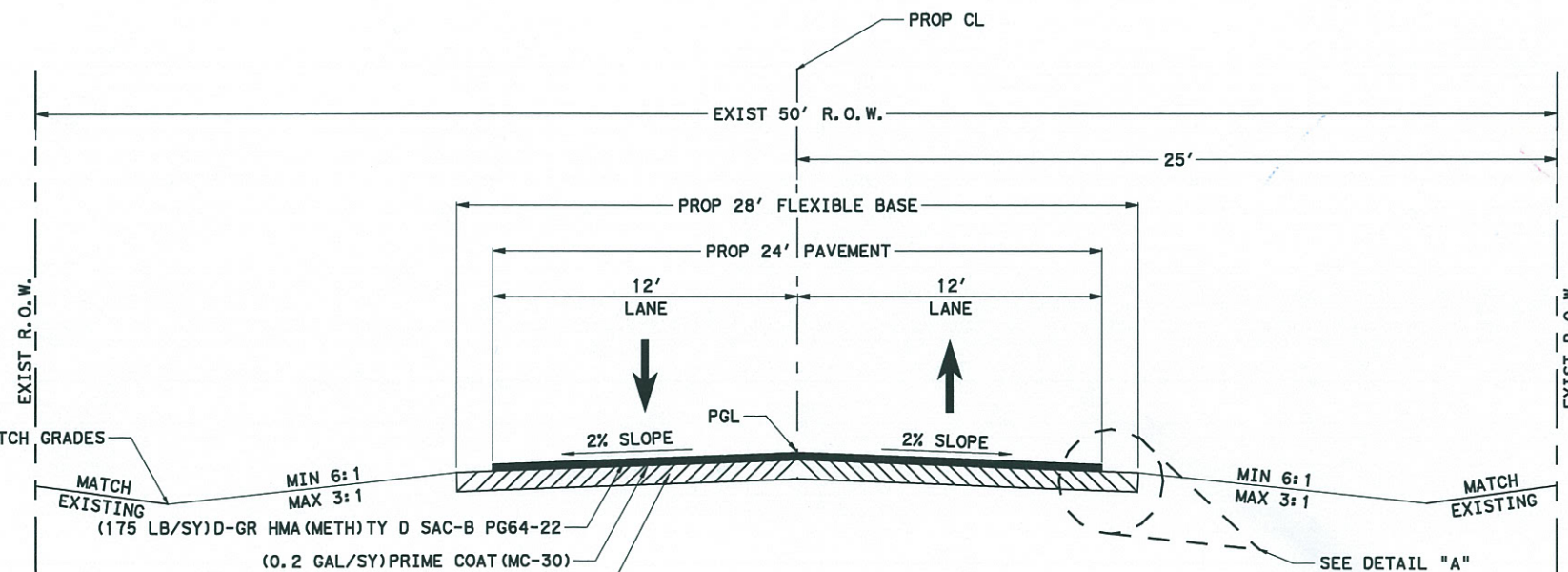
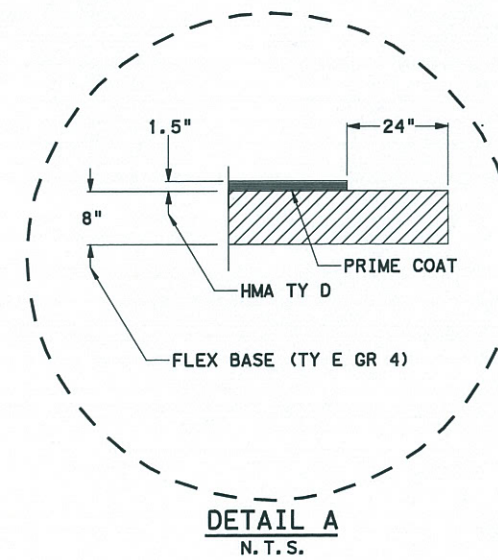
**NOTES:**

- PGL - PROFILE GRADE LINE
- PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.
- ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.
- WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.
- REMOVAL OF EXISTING MILLING SHALL BE SUBSIDIARY TO EXCAVATION.
- THE SUBGRADE SHALL BE SHAPED, BLADED, ROLLED AND PROOF ROLLED A MINIMUM DISTANCE OF 12" BEYOND THE EDGE OF THE PROPOSED BASE COURSE.
- THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED. FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER.
- PROOF ROLLING WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- A STATION EQUAL TO 100 FT.
- APPLICATION RATES AS FOLLOWS:
  - HOT MIX ASPHALT - 1.5" = 175 LB/SY
  - PRIME COAT - 0.2 GAL/SY
  - LIME (FLEXBASE) - 2% BY WT
  - FLEXBASE WT - 3375 LB/CY (APPROX)



DIANA ST - STA 0+60.8 TO STA 13+31.5  
JULIE ST - STA 0+60.4 TO STA 13+32.2

**EXISTING TYPICAL SECTION**  
N. T. S.



SEE P&P SHEETS FOR DITCH GRADES

MATCH EXISTING  
MIN 6:1  
MAX 3:1  
(175 LB/SY) D-GR HMA (METH) TY D SAC-B PG64-22  
(0.2 GAL/SY) PRIME COAT (MC-30)  
FL BS (CMP IN PLC) (TY E GR 4) (FNAL POS)  
W/2% LIME BY WT

SEE DETAIL "A"

DIANA ST - STA 0+60.8 TO STA 13+31.5  
JULIE ST - STA 0+60.4 TO STA 13+32.2

**PROPOSED TYPICAL SECTION**  
N. T. S.

NO.	DATE	REVISION	APP.
<b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898			
<b>EL MESQUITE</b>			
<b>TYPICAL SECTIONS</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.	
6		5	
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	

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**GENERAL NOTES**

THE CONTRACTOR MAY SUBMIT AN ALTERNATE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. APPROVED ALTERNATE TRAFFIC CONTROL PLANS SHALL REQUIRE THE SEAL OF A LICENSED ENGINEER. NO PHASE OF CONSTRUCTION SHALL START UNLESS OTHERWISE APPROVED BY ENGINEER.

BARRICADES/DEVICES/SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY OWNER.

BARRICADES, SIGNS, CHANNELIZATION DEVICES AND OTHER TRAFFIC HANDLING DEVICES MAY BE ADJUSTED OR SHIFTED TO FIT FIELD CONDITIONS AS REQUIRED FOR CONSTRUCTION.

ADEQUATE SIGNS AND BARRICADES SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO OPENING ANY ROADWAY SECTIONS TO TRAFFIC. THE ENGINEER MAY DIRECT THE CONTRACTOR TO FURNISH ADDITIONAL SIGNS, BARRICADES AND CHANNELIZING DEVICES AS REQUIRED TO MAINTAIN TRAFFIC AND MOTORIST SAFETY DURING CONSTRUCTION. ANY SUCH ADDITIONAL SIGNS AND BARRICADES, ETC, SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

THE CONTRACTOR SHALL INSURE THAT BARRICADES, SIGNS, CHANNELIZING DEVICES AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN AND FUNCTIONAL CONDITIONS AT ALL TIMES, INCLUDING MAINTENANCE DUE TO VANDALISM OR ACCIDENTS. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND SIGNS AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

ALL STRIPING AND SIGNING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE PLANS, BC STANDARDS AND THE LATEST VERSION OF THE TMUTCD.

EXISTING SIGNS SHALL NOT BE REMOVED UNTIL CONSTRUCTION SIGNS HAVE BEEN INSTALLED. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXISTING SIGNS IN CONFLICT WITH PROPOSED CONSTRUCTION SIGNS. ANY SUCH REMOVAL OF SIGNS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

WHEN CONNECTING PROPOSED ROADWAY TO SECTIONS OF EXISTING TRAFFIC BEING USED BY TRAFFIC AND SUCH OPERATIONS RESULT IN A DROP-OFF OF MORE THAN 2" A 4' BUFFER ZONE AND 3:1 SLOPE WILL BE REQUIRED. THE SLOPE MUST BE CONSTRUCTED WITH A COMPACTED MATERIAL CAPABLE OF SUPPORTING VEHICLES AND/OR AS APPROVED BY ENGINEER. THIS WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK ARE WILL BE REQUIRED, AS APPROVED BY ENGINEER.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH THE EXISTING ROADS AND/OR PRIVATE DRIVEWAYS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH ADJACENT PROPERTY OWNERS TO PROVIDE ADEQUATE EGRESS AND INGRESS DURING ALL PHASES OF CONSTRUCTION.

THE CONTRACTOR SHALL KEEP TRAVELED PAVED SURFACES USED IN HIS HAULING OPERATIONS CLEAR AND FREE OF DIRT AND OTHER UNACCEPTABLE MATERIAL AT ALL TIMES. A POWER BROOM SHALL ONLY BE USED TO CLEAN THE ROADWAY.

THE CONTRACTOR SHALL COORDINATE THE TRAFFIC CONTROL PLAN WITH ANY ADJACENT CONSTRUCTION PROJECTS TO INSURE THE UNINTERRUPTED FLOW OF TRAFFIC WITHIN THE VICINITY OF THE PROJECT AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY DRAINAGE DURING CONSTRUCTION THROUGHOUT THE PROJECT LIMITS DURING ALL PHASES OF CONSTRUCTION. EXCAVATED MATERIALS SHALL BE HANDLED BY THE CONTRACTOR IN SUCH WAY IT DOES NOT BLOCK DRAINAGE.

THE CONTRACTOR SHALL NOT LEAVE ANY OPEN TRENCHES OR EXCAVATIONS OVERNIGHT, UNLESS PROPERLY PROTECTED AND/OR AS APPROVED BY THE ENGINEER.

CONSTRUCTION FENCING (4' HIGH MINIMUM) SHALL BE USED AROUND ALL OPEN TRENCHES OR EXCAVATIONS, AS APPROVED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

ALL DRUMS USED IN THIS PROJECT FOR TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE PROJECTS. MATERIALS FURNISHED, INSTALLED AND REMOVED BY THE CONTRACTOR SHALL BECOME PROPERTY OF THE CONTRACTOR.

ALL EXISTING UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS FOR THIS PROJECT SHALL BE RELOCATED AND/OR ADJUSTED BY OTHERS EXCEPT AS NOTED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES THE RELOCATION, ADJUSTMENT AND INSTALLATION OF UTILITY LINES. THE ROADWAY WORK SHALL BE ONGOING DURING ADJUSTMENT, RELOCATION AND INSTALLATION OF UTILITY LINES.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7 "LEGAL RELATIONS AND RESPONSIBILITIES" OF THE STANDARD SPECIFICATIONS.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH EXISTING ROADS AND/OR PRIVATE DRIVEWAYS WILL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.

THE CONTRACTOR WILL BE ALLOWED TO CLOSE ROADWAY TO THRU TRAFFIC, BUT MUST ALLOW ALL LOCAL TRAFFIC EGRESS AND INGRESS AT ALL TIMES.

THE CONTRACTOR WILL BE ALLOWED TO WORK ONE HALF OF THE PROPOSED SECTION AT A TIME UNLESS OTHERWISE APPROVED BY THE ENGINEER.

THE CONTRACTOR MUST REMOVE EXISTING GRASS AND TOPSOIL FROM THE SHOULDER.


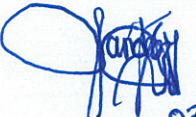


AFTER PREPARATION OF THE SUBGRADE AND/OR FLEXBASE, THE ROADWAY SHALL BE ADEQUATELY FINISHED TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

THE CONTRACTOR SHALL WORK ONLY THAT LENGTH OF ROADWAY IN ONE WORKING DAY WHICH HE CAN ADEQUATELY FINISH TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

ALL SIGNS AND MAILBOXES AFFECTED BY CONSTRUCTION SHALL BE RELOCATED. RELOCATION WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

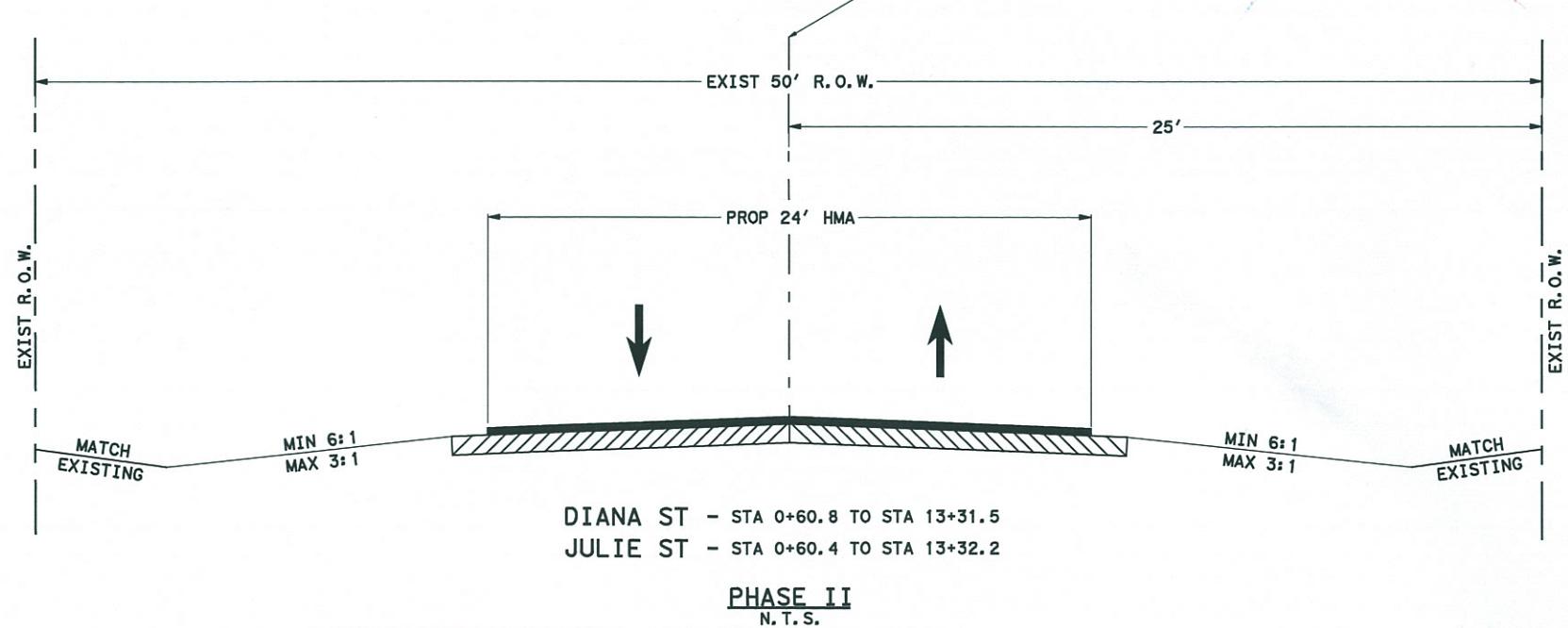
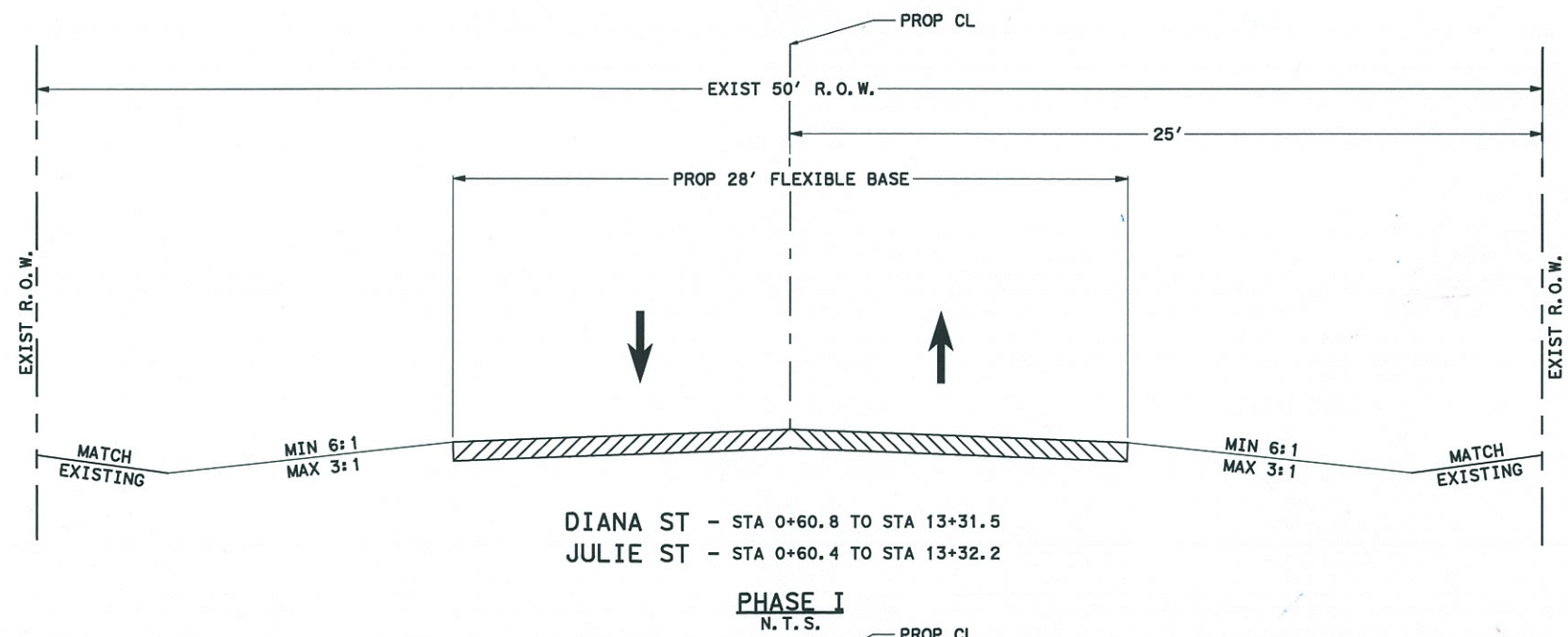
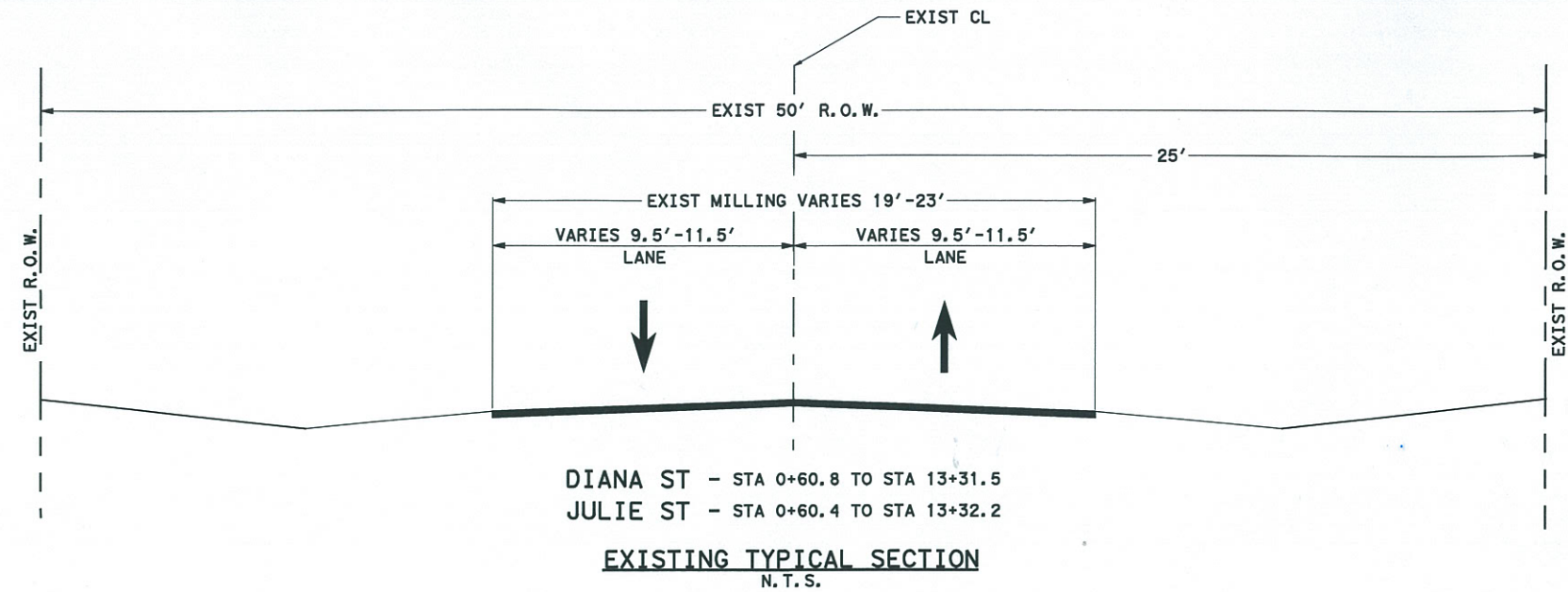
ALL SIGNS AND MAILBOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED NEW AT CONTRACTOR'S EXPENSE.

ALL EXISTING SIGNS SHALL REMAIN IN PLACE DURING CONSTRUCTION, THE CONTRACTOR IS TO RELOCATE/ADJUST SIGNS DURING CONSTRUCTION AT NO ADDITIONAL COST.

NO.	DATE	REVISION	APP.
  <span style="float: right;">03/19/2012</span>			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> <small>1201 E. Expressway 83                      Mission, Texas 78572                      (956) 424-7898</small>			
<b>EL MESQUITE</b>			
<b>TRAFFIC CONTROL PLAN GENERAL NOTES</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			6
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	

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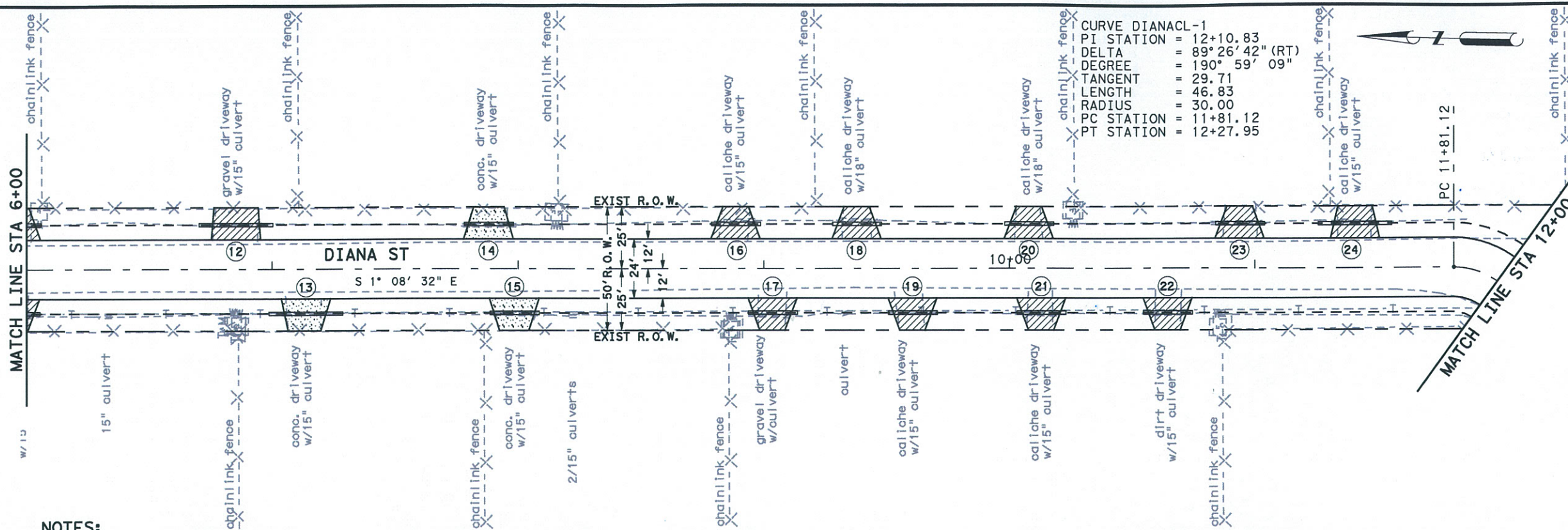


**SEQUENCE OF CONSTRUCTION**

- PHASE I
1. INSTALL PROJECT LIMITS AND ADVANCE WARNING SIGNS
  2. INSTALL CROSSROAD BARRICADES/SIGNS, IN ACCORDANCE WITH MUTCD, BC STANDARDS AND/OR AS DIRECTED BY ENGINEER
  3. INSTALL STORM WATER POLLUTION CONTROLS
  4. EXCAVATION WORK/INSTALL STORM DRAINAGE STRUCTURES
  5. FLEXIBLE BASE WORK
- PHASE II
1. APPLY HOT MIX ASPHALT MATERIAL IN ONE COURSE
  2. BACKFILL PAVEMENT EDGES
  3. REINSTALL EXISTING SIGNS/MAILBOXES
  4. REMOVE STORM WATER POLLUTION CONTROLS
  5. INSTALL PAVEMENT MARKINGS
  6. FINAL CLEANUP

NO.	DATE	REVISION	APP.
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898			
<b>EL MESQUITE</b>			
<b>TRAFFIC CONTROL PLAN</b> <b>TYPICAL SECTIONS</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 7
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	





**LEGEND**

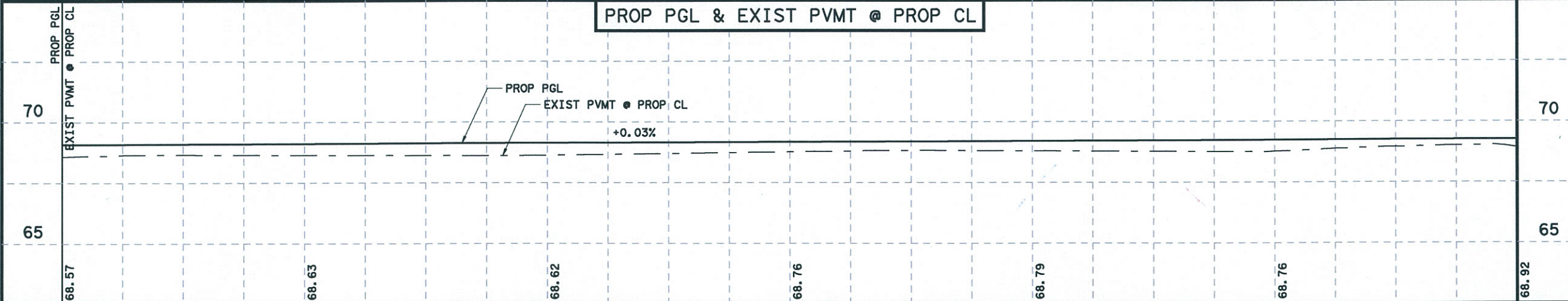
	EXIST GAS LINE
	EXIST UG PHONE LINE
	EXIST WATER LINE
	EXIST CHAINLINK FENCE
	ASPHALT DRIVEWAY
	CONCRETE DRIVEWAY
	PROP DITCH
	DRIVEWAY ID NUMBER
	EXIST MAILBOX
	EXIST WATER METER
	EXIST WATER VALVE
	EXIST POWER POLE
	EXIST FIRE HYDRANT
	EXIST TELEPHONE BOX
	EXIST GAS METER
	TEMP SED CTRL FENCE

**NOTES:**

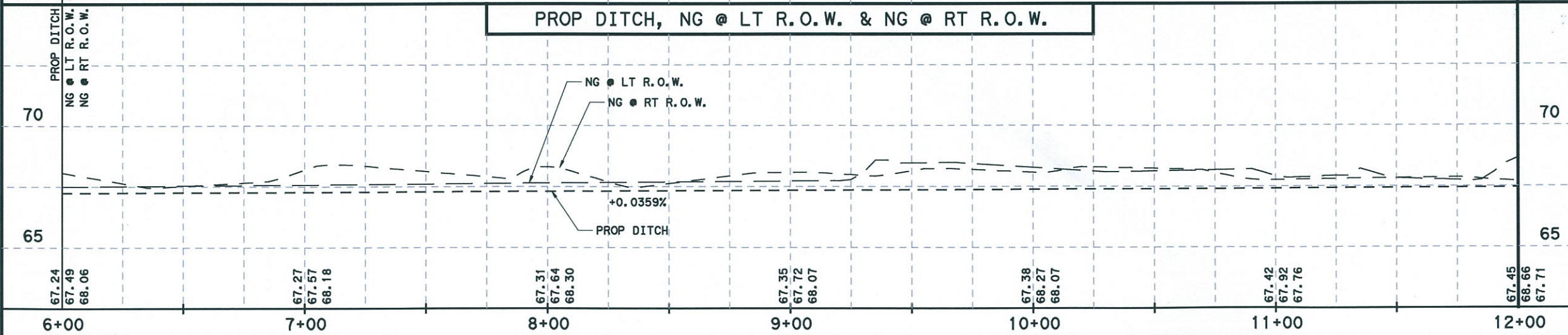
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- CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
- PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
- STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
- CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

**BM DATA:**  
 BM#1  
 IRON ROD  
 STA 2+86.5 (DIANA ST)  
 OFFSET 25' RT  
 EL=67.76'

**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898

**EL MESQUITE**

**DIANA ST  
 PLAN & PROFILE**


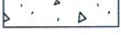









SCALE:  
 HORZ: 1" = 50'  
 VERT: 1" = 5'

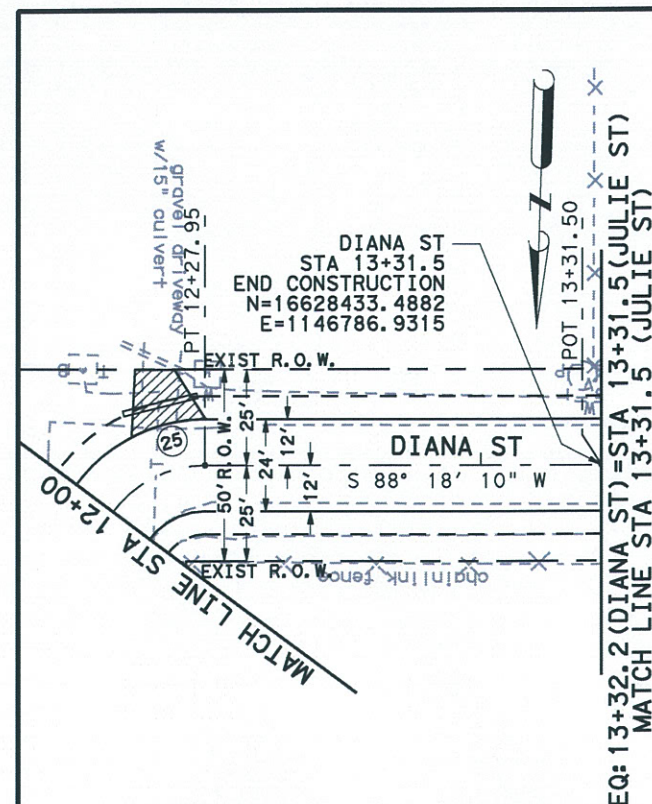
SHEET 2 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 9
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

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**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
-  ASPHALT DRIVEWAY
-  CONCRETE DRIVEWAY
- - - - - PROP DITCH
-  DRIVEWAY ID NUMBER
-  EXIST MAILBOX
-  EXIST WATER METER
-  EXIST WATER VALVE
-  EXIST POWER POLE
-  EXIST FIRE HYDRANT
-  EXIST TELEPHONE BOX
-  EXIST GAS METER
-  TEMP SED CTRL FENCE



**NOTES:**

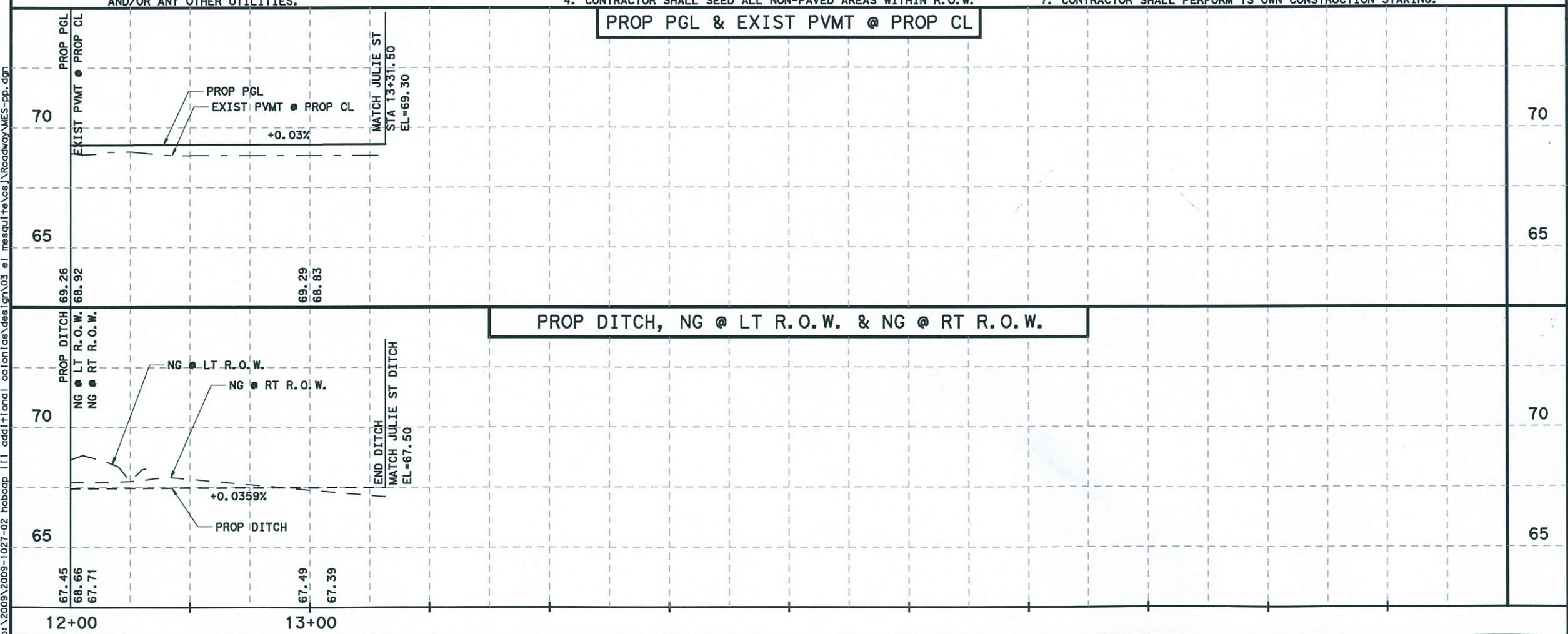
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RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM TS OWN CONSTRUCTION STAKING.

**BM DATA:**

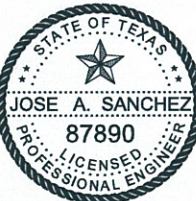
BM#1  
IRON ROD  
STA 2+86.5 (DIANA ST)  
OFFSET 25' RT  
EL=67.76'

**PROP PGL & EXIST PVMT @ PROP CL**


**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.



03/10/2012



**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898

**EL MESQUITE**

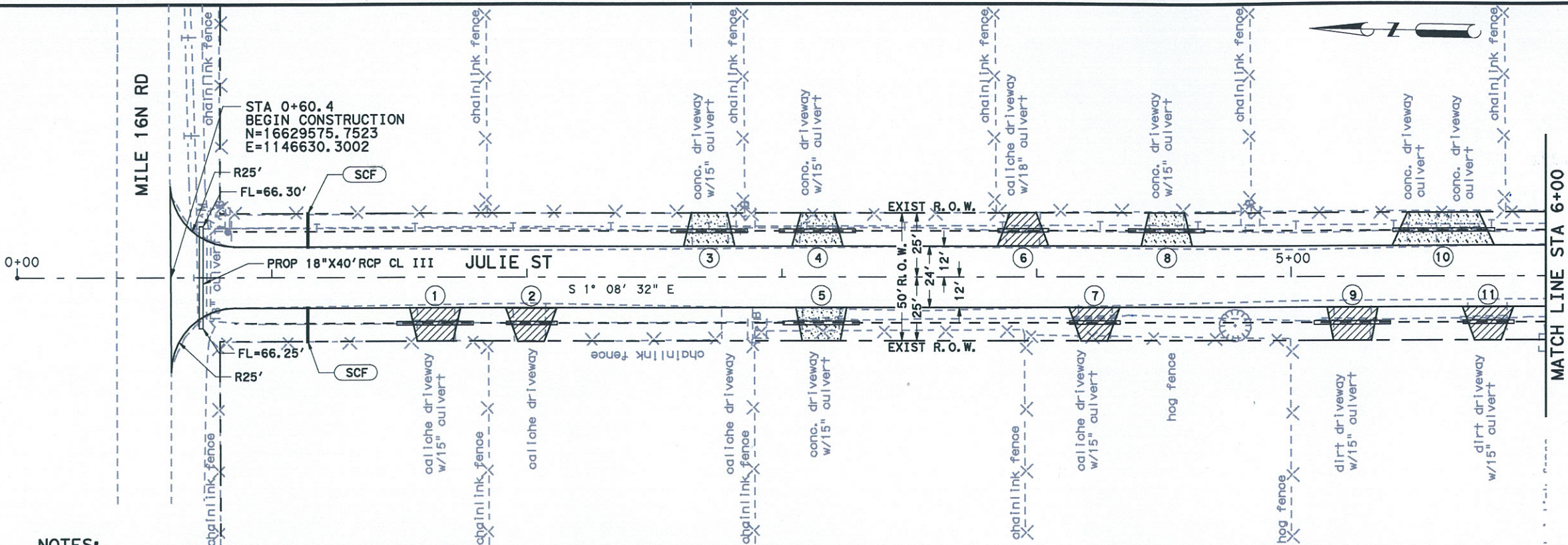
**DIANA ST  
PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 3 OF 3

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		10
STATE	DIST.	COUNTY
TEXAS	PHR	HIDALGO
CSJ	PCT	HIGHWAY NO.
2C-1080-244	1	VARIOUS

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**LEGEND**

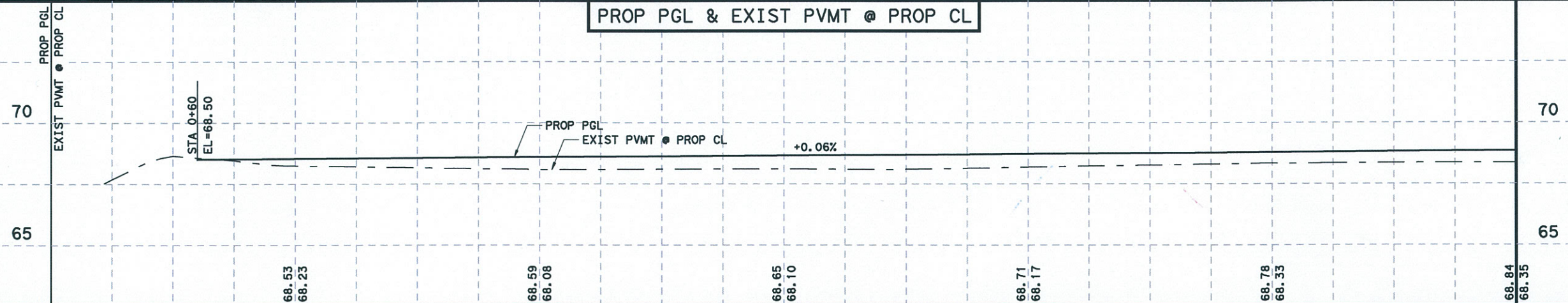
- GAS --- EXIST GAS LINE
- T --- EXIST UG PHONE LINE
- W --- EXIST WATER LINE
- X-X-X-X --- EXIST CHAINLINK FENCE
- [Hatched Box] --- ASPHALT DRIVEWAY
- [Dotted Box] --- CONCRETE DRIVEWAY
- - - - - PROP DITCH
- [Circle with #] --- DRIVEWAY ID NUMBER
- [Square with M] --- EXIST MAILBOX
- [Square with W] --- EXIST WATER METER
- [Square with V] --- EXIST WATER VALVE
- [Square with P] --- EXIST POWER POLE
- [Square with F] --- EXIST FIRE HYDRANT
- [Square with T] --- EXIST TELEPHONE BOX
- [Square with G] --- EXIST GAS METER
- [Square with S] --- TEMP SED CTRL FENCE

**NOTES:**

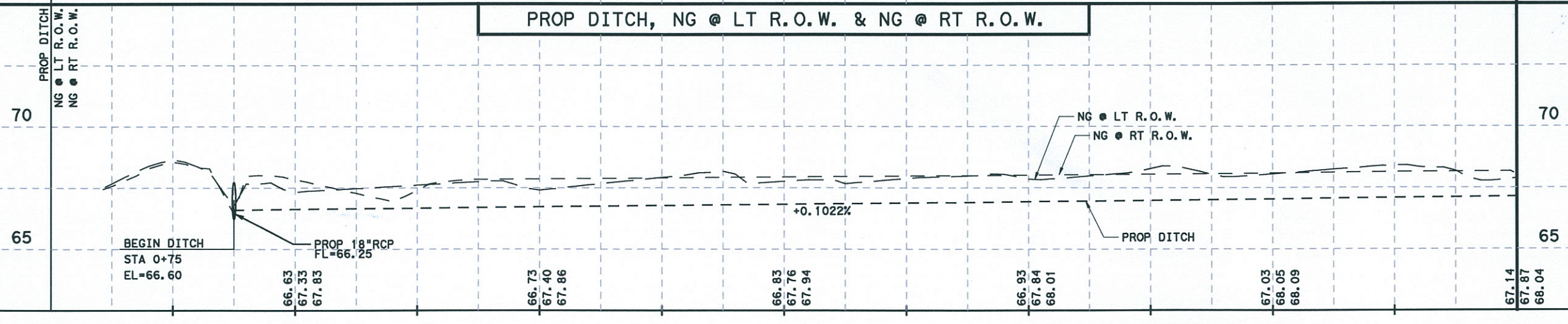
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**BM DATA:**  
BM#1  
IRON ROD  
STA 2+86.5 (DIANA ST)  
OFFSET 25' RT  
EL=67.76'

**PROP PGL & EXIST PVMT @ PROP CL**



**PROP DITCH, NG @ LT R.O.W. & NG @ RT R.O.W.**



NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898  
TBPE F-1640

**EL MESQUITE**

**JULIE ST  
PLAN & PROFILE**

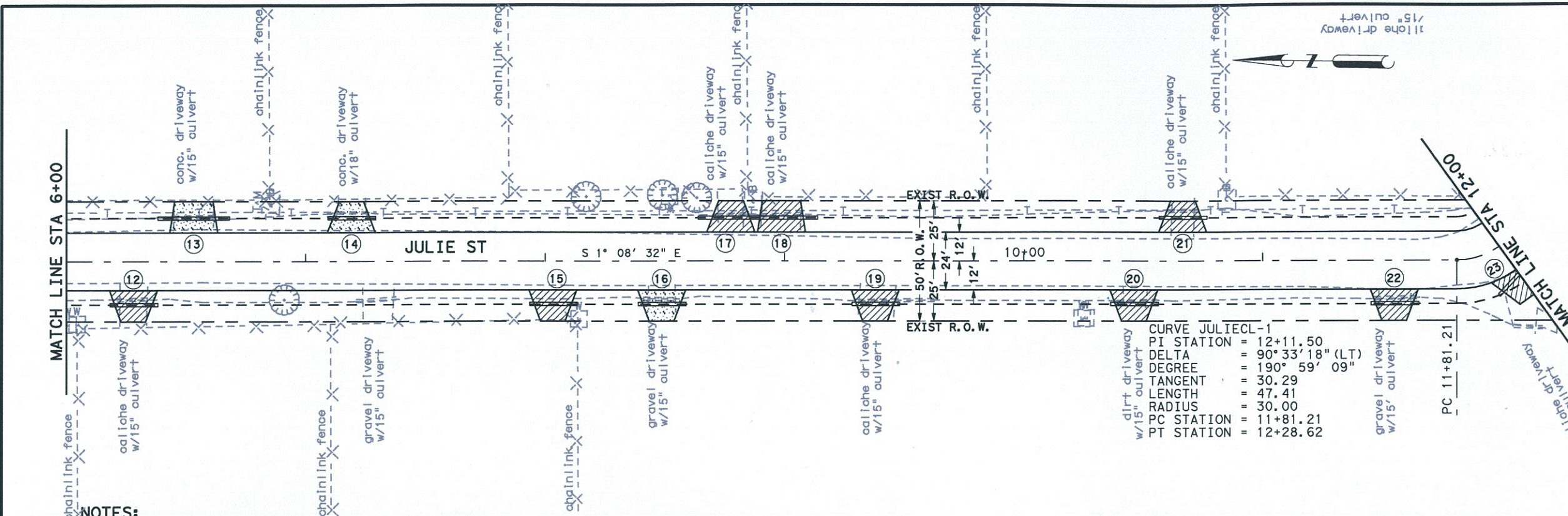
SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 1 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 11
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
- [Hatched Box] ASPHALT DRIVEWAY
- [Dotted Box] CONCRETE DRIVEWAY
- - - - - PROP DITCH
- (#) DRIVEWAY ID NUMBER
- [Mailbox Symbol] EXIST MAILBOX
- [Water Meter Symbol] EXIST WATER METER
- [Water Valve Symbol] EXIST WATER VALVE
- [Power Pole Symbol] EXIST POWER POLE
- [Fire Hydrant Symbol] EXIST FIRE HYDRANT
- [Telephone Box Symbol] EXIST TELEPHONE BOX
- [Gas Meter Symbol] EXIST GAS METER
- [Temp Sed Ctrl Fence Symbol] TEMP SED CTRL FENCE
- [SCF Symbol] SCF

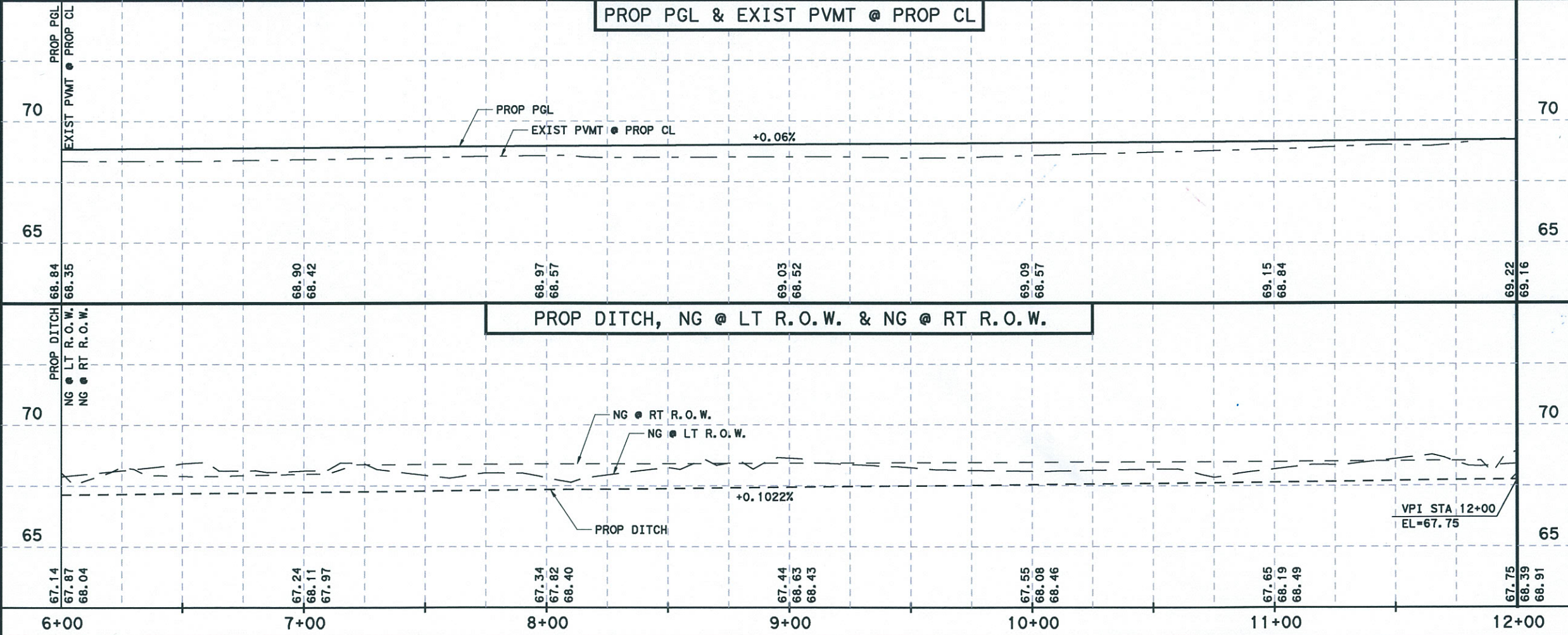


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IRON ROD  
STA 2+86.5 (DIANA ST)  
OFFSET 25' RT  
EL=67.76'



NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898

EL MESQUITE












**JULIE ST  
PLAN & PROFILE**

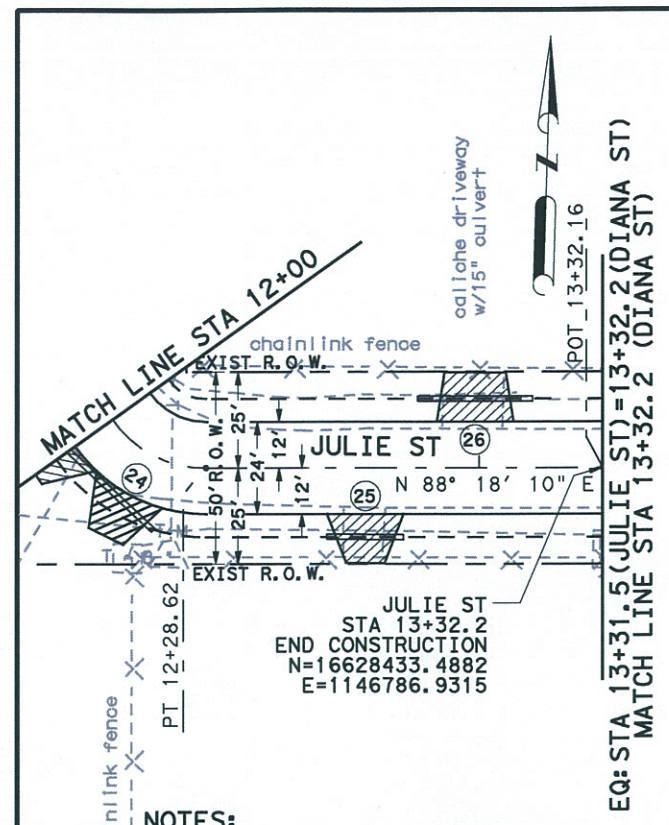
SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-244	SHEET NO. 12
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS

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**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
-  ASPHALT DRIVEWAY
-  CONCRETE DRIVEWAY
- - - - - PROP DITCH
-  DRIVEWAY ID NUMBER
-  EXIST MAILBOX
-  EXIST WATER METER
-  EXIST WATER VALVE
-  EXIST POWER POLE
-  EXIST FIRE HYDRANT
-  EXIST TELEPHONE BOX
-  EXIST GAS METER
-  TEMP SED CTRL FENCE



EQ: STA 13+31.5 (JULIE ST) = 13+32.2 (DIANA ST)  
 MATCH LINE STA 13+32.2 (DIANA ST)

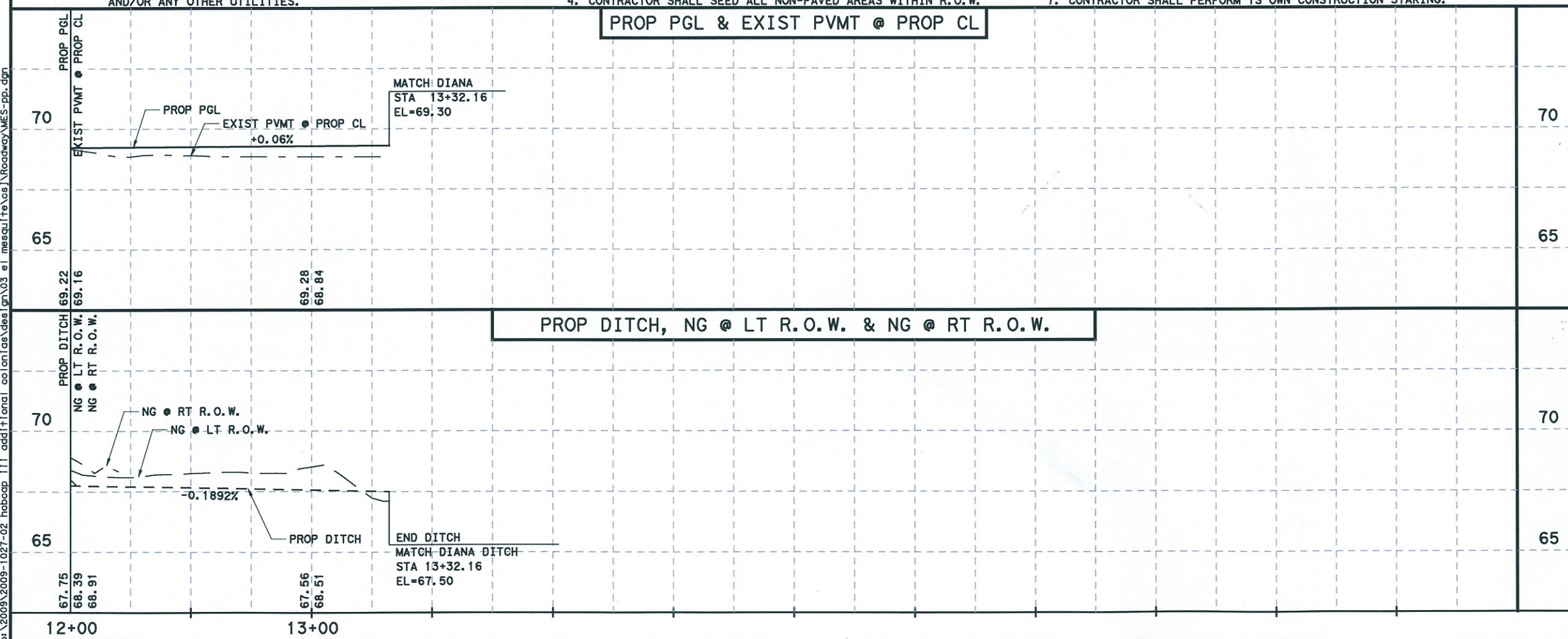
JULIE ST  
 STA 13+32.2  
 END CONSTRUCTION  
 N=16628433.4882  
 E=1146786.9315

**NOTES:**

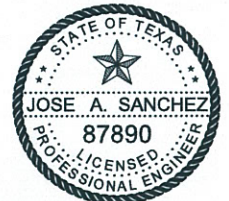
1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
5. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
 RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
 COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM TS OWN CONSTRUCTION STAKING.

**BM DATA:**


BM#1  
 IRON ROD  
 STA 2+86.5 (DIANA ST)  
 OFFSET 25' RT  
 EL=67.76'



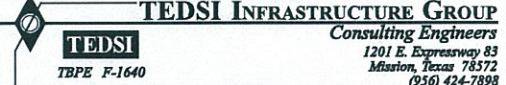
NO.	DATE	REVISION	APP.



03/19/2012



**HIDALGO COUNTY**



**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (936) 424-7898

**EL MESQUITE**

**JULIE ST  
 PLAN & PROFILE**

SCALE:  
 HORZ: 1" = 50'  
 VERT: 1" = 5'

SHEET 3 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 13
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. VARIOUS
2C-1080-244		

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DIANA ST								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	0496-2016	0530-2010	0530-2011
					THERMOPLASTIC PIPE (15 IN) (TY III)	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	1+17	RT	18" PIPE	UNPAVED	20	14		25
2	2+34	LT		UNPAVED	20	13	22	
3	2+38	RT	18" PIPE	CONCRETE	20	12		22
4	3+02	RT		CONCRETE	20	15		22
5	3+79	LT	18" PIPE	CONCRETE	20	13		22
6	4+09	RT	18" PIPE	UNPAVED	20	9		22
7	4+26	LT	18" PIPE	UNPAVED	20	21		22
8	5+31	LT	18" PIPE	CONCRETE	20	18		22
9	5+69	RT	18" PIPE	UNPAVED	20	11	22	
10	5+95	RT	18" PIPE	CONCRETE	20	13		22
11	5+95	LT	18" PIPE	UNPAVED	20	17		22
12	6+85	LT	18" PIPE	UNPAVED	20	21		28
13	7+13	RT	18" PIPE	CONCRETE	20	18	24	
14	7+87	LT	18" PIPE	CONCRETE	20	21	24	
15	7+98	RT	18" PIPE	UNPAVED	20	18	24	
16	8+87	LT	18" PIPE	CONCRETE	20	14		22
17	9+03	RT	18" PIPE	UNPAVED	20	14		22
18	9+37	LT	18" PIPE	UNPAVED	20	15		22
19	9+60	RT	18" PIPE	UNPAVED	20	15		22
20	10+08	LT	18" PIPE	UNPAVED	20	16		22
21	10+13	RT	18" PIPE	UNPAVED	20	13		22
22	10+64	RT	18" PIPE	UNPAVED	20	14		22
23	10+93	LT	18" PIPE	UNPAVED	20	21		22
24	11+40	LT	18" PIPE	UNPAVED	20	14		25
25	12+20	LT		UNPAVED	20	18		25
<b>TOTAL</b>					<b>500</b>	<b>388</b>	<b>116</b>	<b>455</b>
<b>GRAND TOTAL</b>					<b>1020</b>	<b>799</b>	<b>335</b>	<b>861</b>

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"


JULIE ST								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	4378	0496-2016	0530-2010	0530-2011
					THERMOPLASTIC PIPE (15 IN) (TY III)	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	1+64	RT	18" PIPE	UNPAVED	20	19		25
2	2+02	RT		UNPAVED	20			22
3	2+72	LT	18" PIPE	CONCRETE	20	18	25	
4	2+83	RT		CONCRETE	20		24	
5	3+14	LT	18" PIPE	CONCRETE	20	18	26	
6	3+16	RT	18" PIPE	UNPAVED	20	18		22
7	3+95	LT	18" PIPE	UNPAVED	20	19		22
8	4+23	RT	18" PIPE	CONCRETE	20	17	25	
9	4+51	LT	18" PIPE	UNPAVED	20	19		26
10	5+24	RT	18" PIPE	CONCRETE	20	22	49	
11	5+60	LT	18" PIPE	UNPAVED	20	13		22
12	5+77	RT	18" PIPE	UNPAVED	20	20		22
13	6+28	RT	18" PIPE	CONCRETE	20	15	26	
14	6+53	LT	18" PIPE	CONCRETE	20	19	22	
15	8+01	RT	18" PIPE	UNPAVED	20	18		22
16	7+30	RT	18" PIPE	CONCRETE	20	16	22	
17	8+49	RT	18" PIPE	UNPAVED	20	15		22
18	8+79	LT	18" PIPE	UNPAVED	20	12		22
19	8+98	LT	18" PIPE	UNPAVED	20	18		22
20	9+38	RT	18" PIPE	UNPAVED	20	33		22
21	10+46	RT	18" PIPE	UNPAVED	20	16		22
22	10+67	LT	18" PIPE	UNPAVED	20	15		22
23	12+00	RT	18" PIPE	UNPAVED	20	18		22
24	12+15	RT	18" PIPE	UNPAVED	20	12		21
25	12+70	RT		UNPAVED	20			22
26	12+99	LT	18" PIPE	UNPAVED	20	21		26
<b>TOTAL</b>					<b>520</b>	<b>411</b>	<b>219</b>	<b>406</b>

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"


NO.	DATE	REVISION	APP.



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HIDALGO COUNTY



**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898

**EL MESQUITE**

**DRIVEWAY TABLES**

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		14
STATE	DIST.	COUNTY
TEXAS	PHR	HIDALGO
CSJ	PCT	HIGHWAY NO.
2C-1080-244	1	VARIOUS

# FOR CONTRACTOR'S INFORMATION ONLY

## DIANA ST

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	
	Exoavation FIII	0+90.00 PROP 3.3	0.0	0	0	1.00 1.00 0	
	Exoavation FIII	EXIST 13.9	0	0	0	1.00 1.00 0	
	Exoavation FIII	2+00.00 PROP 8.0	0.0	0	23	1.00 1.00 -23	
	Exoavation FIII	EXIST 2.5	0	33	0	1.00 1.00 10	
	Exoavation FIII	3+00.00 PROP 4.1	0.0	0	22	1.00 1.00 -12	
	Exoavation FIII	EXIST 8.2	0	20	0	1.00 1.00 8	
	Exoavation FIII	4+00.00 PROP 3.9	0.0	0	15	1.00 1.00 -7	
	Exoavation FIII	EXIST 3.1	0	21	0	1.00 1.00 14	
	Exoavation FIII	5+00.00 PROP 8.8	0.0	0	24	1.00 1.00 -10	
	Exoavation FIII	EXIST 1.7	0	9	0	1.00 1.00 -1	
	Exoavation FIII	6+00.00 PROP 0.5	0.0	0	17	1.00 1.00 -18	
	Exoavation FIII	EXIST 15.4	0	32	0	1.00 1.00 14	
	Exoavation FIII	7+00.00 PROP 4.9	0.0	0	10	1.00 1.00 4	
	Exoavation FIII	EXIST 6.8	0	41	0	1.00 1.00 45	
	Exoavation FIII	8+00.00 PROP 2.0	0.0	0	13	1.00 1.00 32	
	Exoavation FIII	EXIST 11.7	0	34	0	1.00 1.00 66	
	Exoavation FIII	9+00.00 PROP 3.0	0.0	0	9	1.00 1.00 57	
	Exoavation FIII	EXIST 15.6	0	51	0	1.00 1.00 108	
	Exoavation FIII	10+00.00 PROP 4.3	0.0	0	14	1.00 1.00 94	
	Exoavation FIII	EXIST 10.2	0	48	0	1.00 1.00 142	
	Exoavation FIII	11+00.00 PROP 3.5	0.0	0	15	1.00 1.00 127	
	Exoavation FIII	EXIST 11.3	0	40	0	1.00 1.00 167	
	Exoavation FIII	12+00.00 PROP 1.0	0.0	0	8	1.00 1.00 159	
	Exoavation FIII	EXIST 32.7	0	82	0	1.00 1.00 241	
	Exoavation FIII	13+00.00 PROP 4.3	0.0	0	10	1.00 1.00 231	
	Exoavation FIII	EXIST 7.9	0	75	0	1.00 1.00 306	
	Exoavation FIII	13+28.66 PROP 5.6	0.0	0	5	1.00 1.00 301	
	Exoavation FIII	EXIST 9.1	0	9	0	1.00 1.00 310	
	GRAND SUMMARY TOTALS						
	Material Name		Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor		
	Exoavation FIII	PROP	0	0	1.00		
	Exoavation FIII	EXIST	185	185	1.00		
	Exoavation FIII		495	495	1.00		
	Exoavation FIII		0	0	1.00		

## JULIE ST

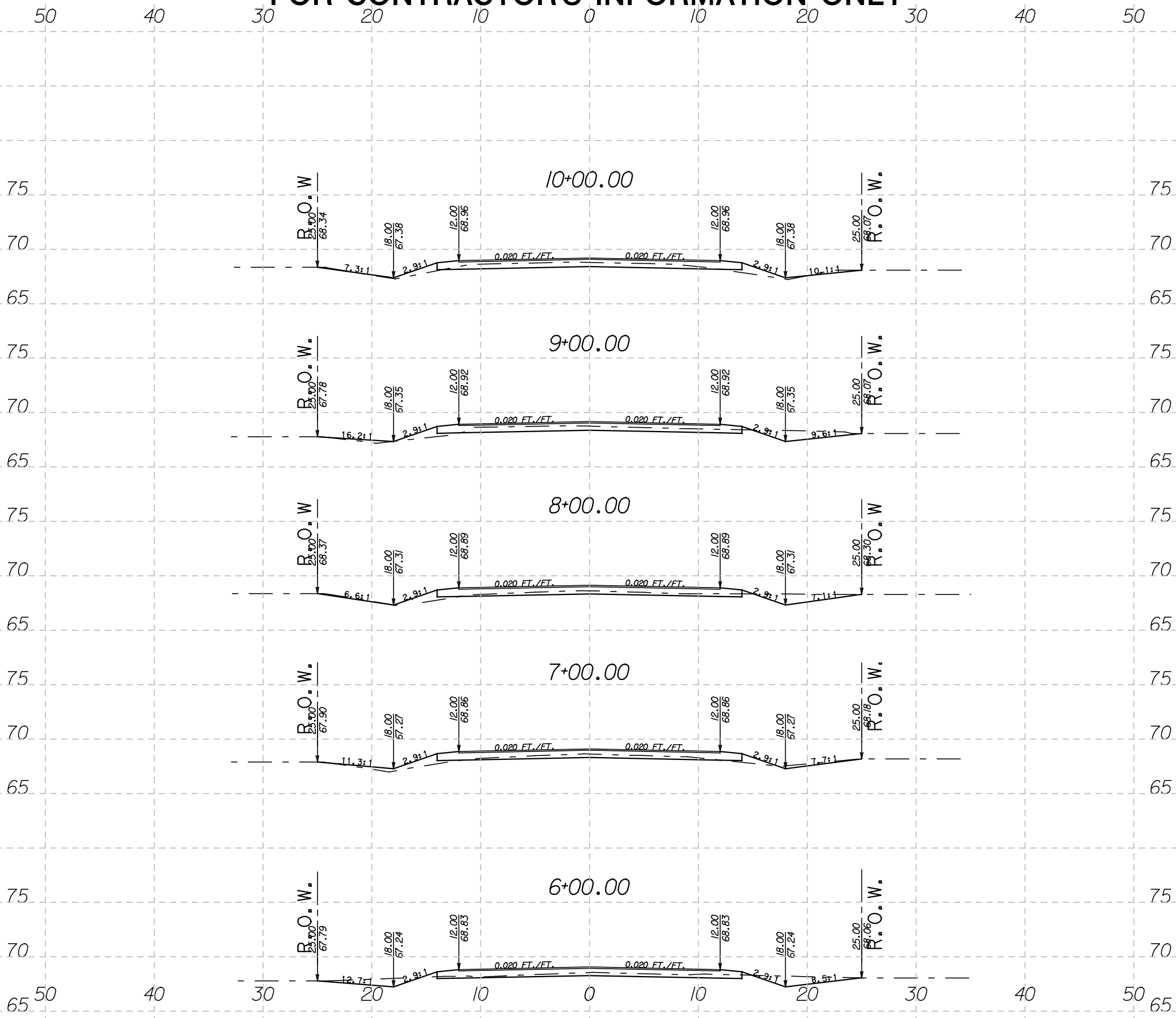
Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	
	Exoavation FIII	0+87.00 PROP 0.6	0.0	0	0	1.00 1.00 0	
	Exoavation FIII	EXIST 18.3	0	0	0	1.00 1.00 0	
	Exoavation FIII	2+00.00 PROP 1.2	0.0	0	4	1.00 1.00 -4	
	Exoavation FIII	EXIST 11.6	0	63	0	1.00 1.00 59	
	Exoavation FIII	3+00.00 PROP 0.7	0.0	0	4	1.00 1.00 55	
	Exoavation FIII	EXIST 14.6	0	48	0	1.00 1.00 103	
	Exoavation FIII	4+00.00 PROP 1.8	0.0	0	5	1.00 1.00 98	
	Exoavation FIII	EXIST 16.7	0	58	0	1.00 1.00 156	
	Exoavation FIII	5+00.00 PROP 2.1	0.0	0	7	1.00 1.00 149	
	Exoavation FIII	EXIST 12.1	0	53	0	1.00 1.00 202	
	Exoavation FIII	6+00.00 PROP 6.7	0.0	0	16	1.00 1.00 186	
	Exoavation FIII	EXIST 9.5	0	40	0	1.00 1.00 226	
	Exoavation FIII	7+00.00 PROP 5.2	0.0	0	22	1.00 1.00 204	
	Exoavation FIII	EXIST 8.4	0	33	0	1.00 1.00 237	
	Exoavation FIII	8+00.00 PROP 4.2	0.0	0	17	1.00 1.00 220	
	Exoavation FIII	EXIST 10.3	0	35	0	1.00 1.00 255	
	Exoavation FIII	9+00.00 PROP 2.3	0.0	0	12	1.00 1.00 243	
	Exoavation FIII	EXIST 12.2	0	42	0	1.00 1.00 285	
	Exoavation FIII	10+00.00 PROP 2.2	0.0	0	8	1.00 1.00 277	
	Exoavation FIII	EXIST 9.2	0	40	0	1.00 1.00 317	
	Exoavation FIII	11+00.00 PROP 3.0	0.0	0	10	1.00 1.00 307	
	Exoavation FIII	EXIST 12.5	0	40	0	1.00 1.00 347	
	Exoavation FIII	12+00.00 PROP 0.5	0.0	0	6	1.00 1.00 341	
	Exoavation FIII	EXIST 38.9	0	95	0	1.00 1.00 436	
	Exoavation FIII	13+00.00 PROP 1.5	0.0	0	4	1.00 1.00 432	
	Exoavation FIII	EXIST 14.3	0	98	0	1.00 1.00 530	
	Exoavation FIII	13+30.00 PROP 5.9	0.0	0	4	1.00 1.00 526	
	Exoavation FIII	EXIST 9.1	0	13	0	1.00 1.00 539	
	GRAND SUMMARY TOTALS						
	Material Name		Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor		
	Exoavation FIII	PROP	0	0	1.00		
	Exoavation FIII	EXIST	119	119	1.00		
	Exoavation FIII		658	658	1.00		
	Exoavation FIII		0	0	1.00		

NO.	DATE	REVISION	APP.
<b>HIDALGO COUNTY</b>			
<b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78372 (936) 424-7898			
<b>EL MESQUITE</b>			
<b>EARTHWORK</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 15
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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NO.	DATE	REVISION	APP.

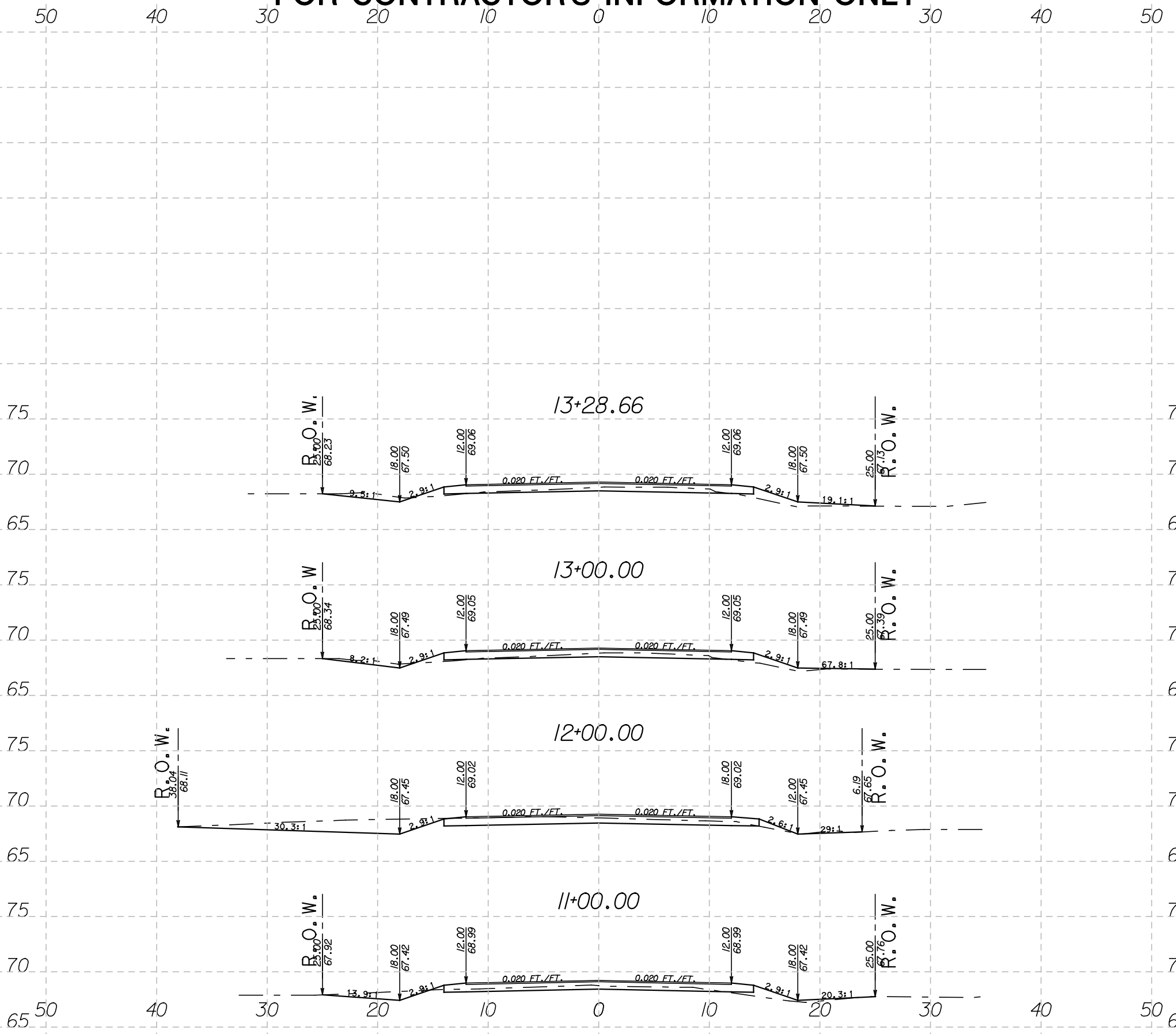


**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898  
TXBE F-1640

**EL MESQUITE**  
**DIANA ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 2 OF 3	
FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.	
6		17	
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	

# FOR CONTRACTOR'S INFORMATION ONLY



NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

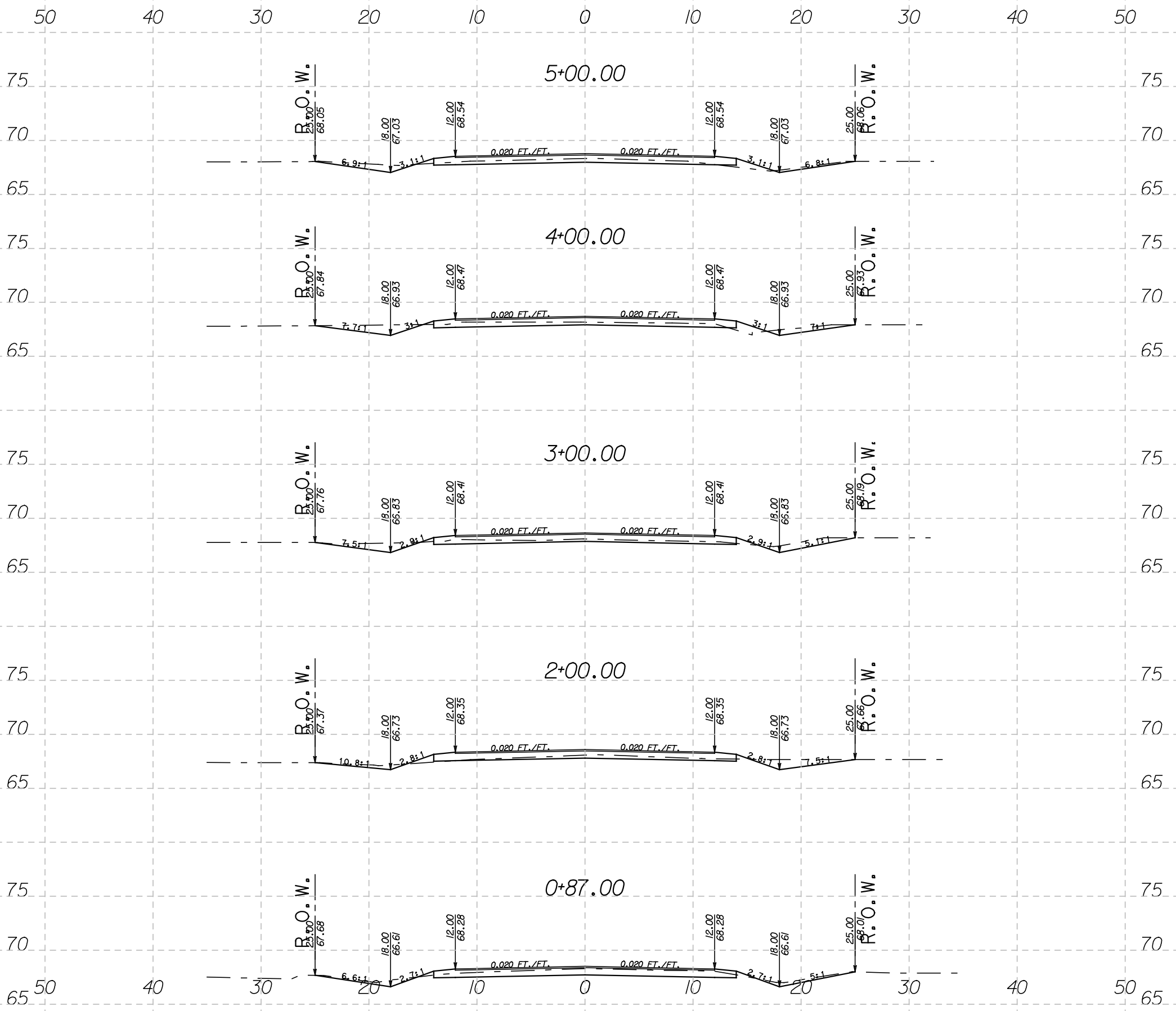
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898  
 TBPE F-1640

**EL MESQUITE**  
**DIANA ROADWAY**  
**CROSS-SECTIONS**

N. T. S.		SHEET 3 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 18	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	
2C-1080-244			

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

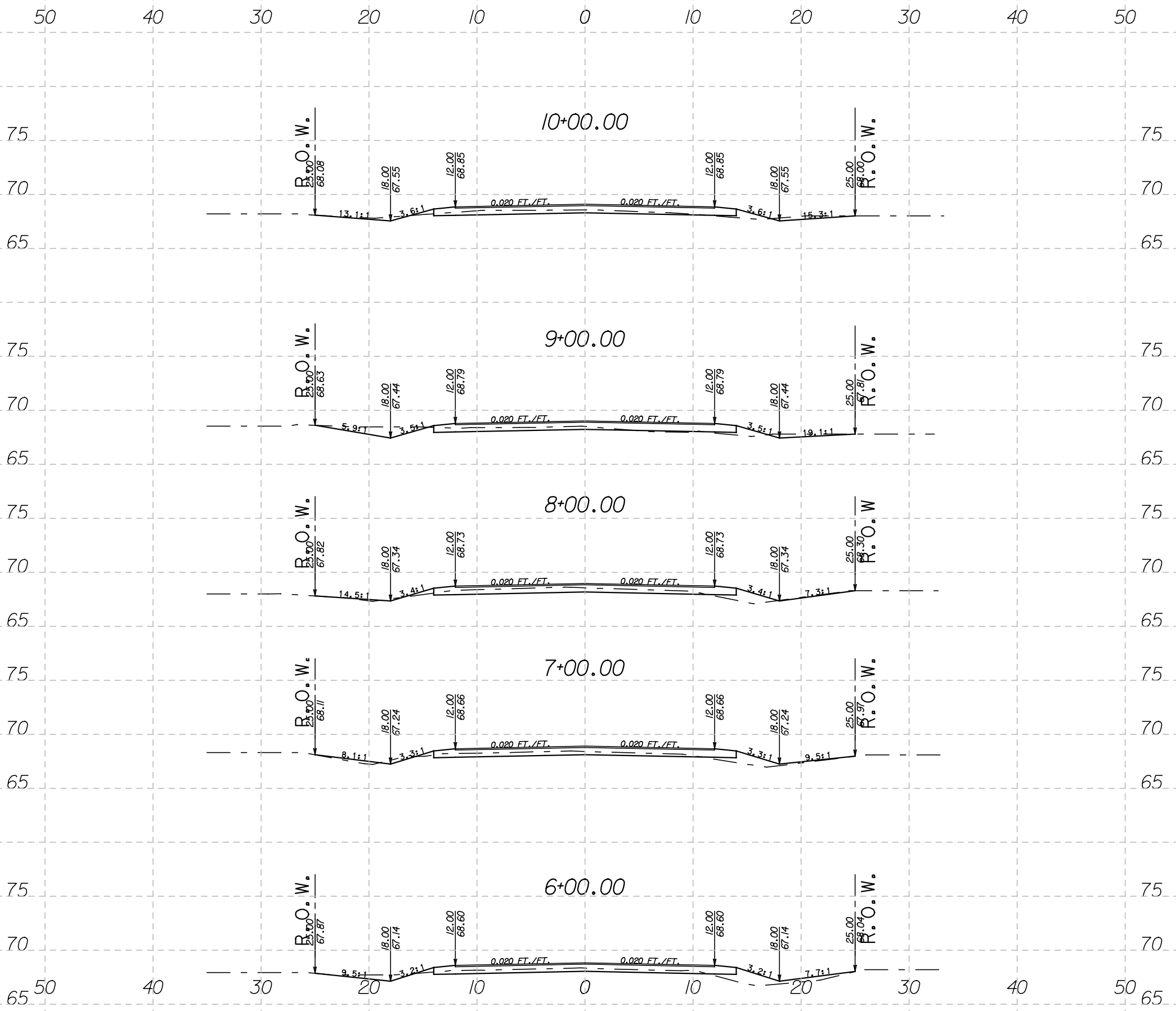
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**EL MESQUITE  
 JULIE  
 ROADWAY  
 CROSS-SECTIONS**

N. T. S.		SHEET 1 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 19	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	
2C-1080-244			

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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

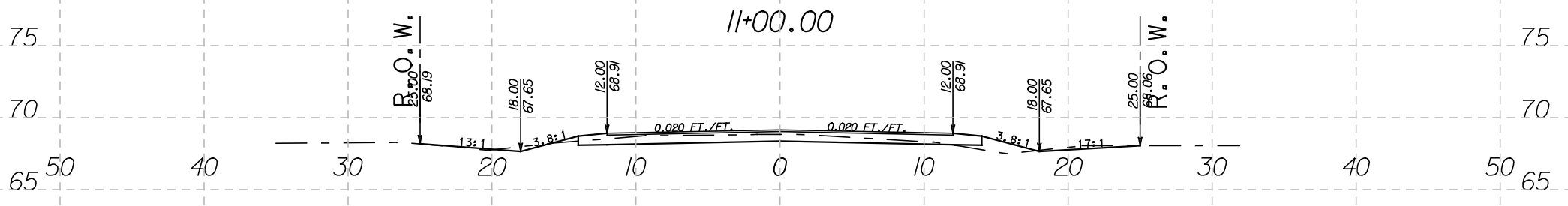
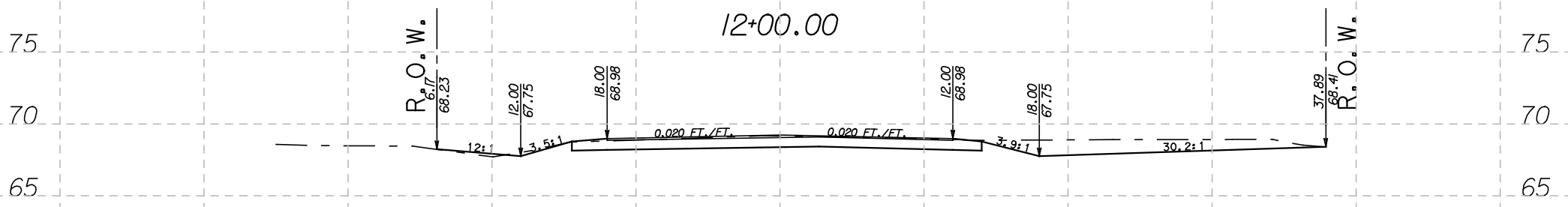
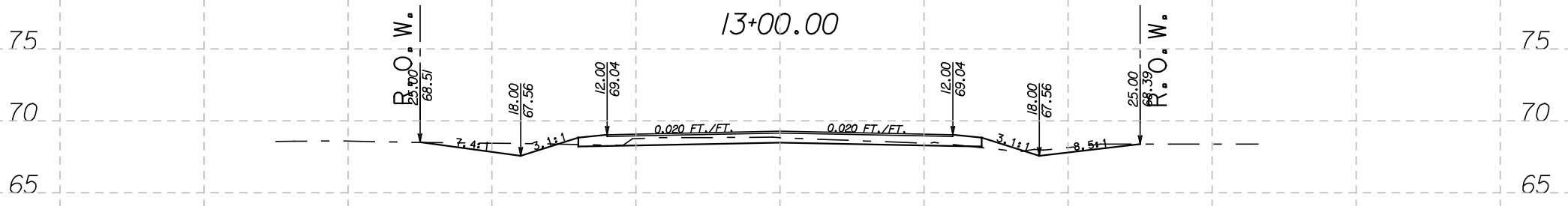
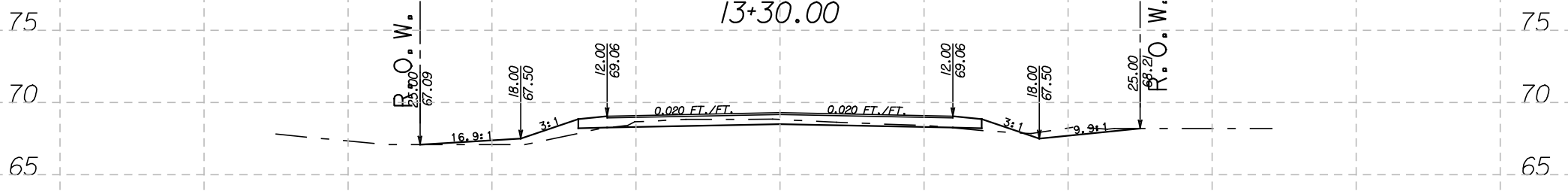
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 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898  
 TBPE F-1640

**EL MESQUITE  
 JULIE  
 ROADWAY  
 CROSS-SECTIONS**

N. T. S.		SHEET 2 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 20	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	
2C-1080-244			

# FOR CONTRACTOR'S INFORMATION ONLY

50    40    30    20    10    0    10    20    30    40    50



NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**EL MESQUITE**  
**JULIE ROADWAY**  
**CROSS-SECTIONS**

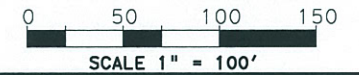
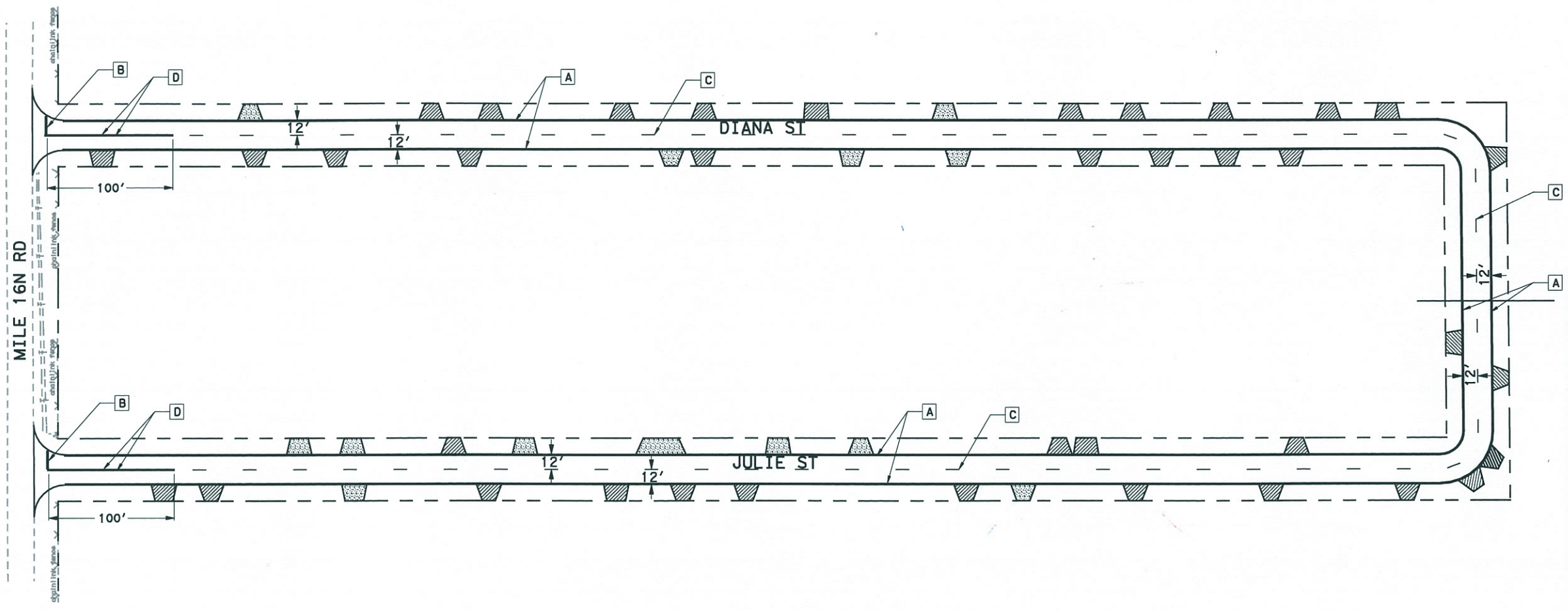
N. T. S.		SHEET 3 OF 3	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 21	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT 1	HIGHWAY NO. VARIOUS	

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**PAVEMENT MARKINGS LEGEND**

(REFL PAV MRK TYPE I) (100 MIL)

- A (W) (04") (SLD)
- B (W) (24") (SLD)
- C (Y) (04") (BRK)
- D (Y) (04") (SLD)



NO.	DATE	REVISION	APP.



*Jose A. Sanchez*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898



EL MESQUITE

PAVEMENT MARKINGS

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			22
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-244	1	VARIOUS	

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SITE DESCRIPTION

PROJECT LIMITS: Mesquite Subdivision: Diana St-127', Julie St-127'

PROJECT SITE MAPS: \_\_\_\_\_

- \*Project Location Map: Title Sheet (Sheet 1)
- \*Approx. Slopes Anticipated After Major Gradients and Areas of Soil Disturbance: Typ Sects (Sheet 5)
- \*Major Controls and Locations of Stabilization Practices: SW3P Site Map Sheets (Sheets 8-13)
- \*Project Specific Locations: To be specified by Project Field Office and located in the Project SW3P File

PROJECT DESCRIPTION: Construction will consist of hot mix asphalt, flexible base, subgrade and roadside ditches.

MAJOR SOIL DISTURBING ACTIVITIES: Roadway reconstruction

TOTAL PROJECT AREA: 2.90 Acres

TOTAL AREA TO BE DISTURBED: 2.90 Acres (100%)

WEIGHTED RUNOFF COEFFICIENT: Before Construction: 0.56  
After Construction: 0.59

EXISTING CONDITION OF SOIL & VEGETATIVE Existing asphalt roadway (43%), Short grass between edge of pavement and ROW 57%

NAME OF RECEIVING WATERS: Drainage from site drains into the IBWC Levee System which eventually empties into the lower Laguna Madre.

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORICAL PROPERTY:

- A. No Endangered Species, Designated Critical Habitat or Historic Property has not been found on this project site.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- |  |  |
|--|--|
| <input type="checkbox"/> T TEMPORARY SEEDING     | <input type="checkbox"/> PRESERVATION OF NATURAL RESOURCES |
| <input type="checkbox"/> MULCHING (Hay or Straw) | <input type="checkbox"/> FLEXIBLE CHANNEL LINER            |
| <input type="checkbox"/> BUFFER ZONES            | <input type="checkbox"/> RIGID CHANNEL LINER               |
| <input type="checkbox"/> PLANTING                | <input type="checkbox"/> SOIL RETENTION BLANKET            |
| <input type="checkbox"/> SEEDING                 | <input type="checkbox"/> COMPOST MANUFACTURED COMPOST      |
| <input type="checkbox"/> SODDING                 | <input type="checkbox"/> OTHER: (Specify Practice)         |

STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T SILT FENCES
- HAY BALES
- ROCK FILTER DAMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- DIVERSION DIKE AND SWALE COMBINATIONS
- PIPE SLOPE DRAINS
- PAVED FLUMES
- ROCK BEDDING AT CONSTRUCTION EXIT
- TIMBER MATTING AT CONSTRUCTION EXIT
- CHANNEL LINERS
- SEDIMENT TRAPS
- SEDIMENT BASINS
- STORM INLET SEDIMENT TRAP
- STONE OUTLET STRUCTURES
- CURBS AND GUTTERS
- STORM SEWERS
- VELOCITY CONTROL DEVICES
- OTHER: (Specify Practice)

STORM WATER MANAGEMENT: \_\_\_\_\_

Storm water drainage is provided by existing open ditches and culverts. System will carry drainage within the ROW to designated outfalls

STORM WATER MANAGEMENT ACTIVITIES: \_\_\_\_\_

- The order of activities will be as follows:
1. Install perimeter controls, clear R.O.W. on side where construction will take place, and make required utility adjustments
  2. Install proposed culverts, Install sediment control fence as specified in plans.
  3. Construct proposed roadway.
  4. Once all construction activity is complete, permanent seeding on proposed areas shall be done according to plans or as instructed by the engineer.

NON-STORM WATER MANAGEMENT DISCHARGES: \_\_\_\_\_

Non-storm water discharges should be filtered, or held in retention basins, before being allowed to mix with storm water. These discharges consist of non-polluted ground water, spring water, foundation and/or footing drain water and water used for dust control, pavement washing and vehicle wastewater containing no detergents.

OTHER REQUIREMENTS & PRACTICES

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.

INSPECTION: For areas of the construction site that have not been finally stabilized, area used for storage of materials, structural control measures, and locations where vehicles enter or exit the site, personnel provided by the permittee and familiar with the SW3P must inspect disturbed areas at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event 0.5 inches or greater.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

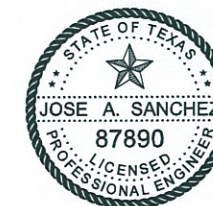
HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING: The Contractor shall be required, on a regular basis or as may be directed by the Engineer, to dampen haul roads for dust control, stabilize construction entrances and to remove excess dirt from the roadway.

- MANAGEMENT PRACTICES: (Example Below - May be used as applicable, revised or expanded)
1. Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed.
  2. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.
  3. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, or debris or other obstructions placed during construction operations that are not a part of the finished work.

- OTHER:
1. Construction materials stored on site to be provided by Project Field Office.
  2. The project SW3P File located at the project field office shall contain the Small Construction Site Notice and any additional permits required by T.E.C.G.



*[Handwritten Signature]*

03/19/2012

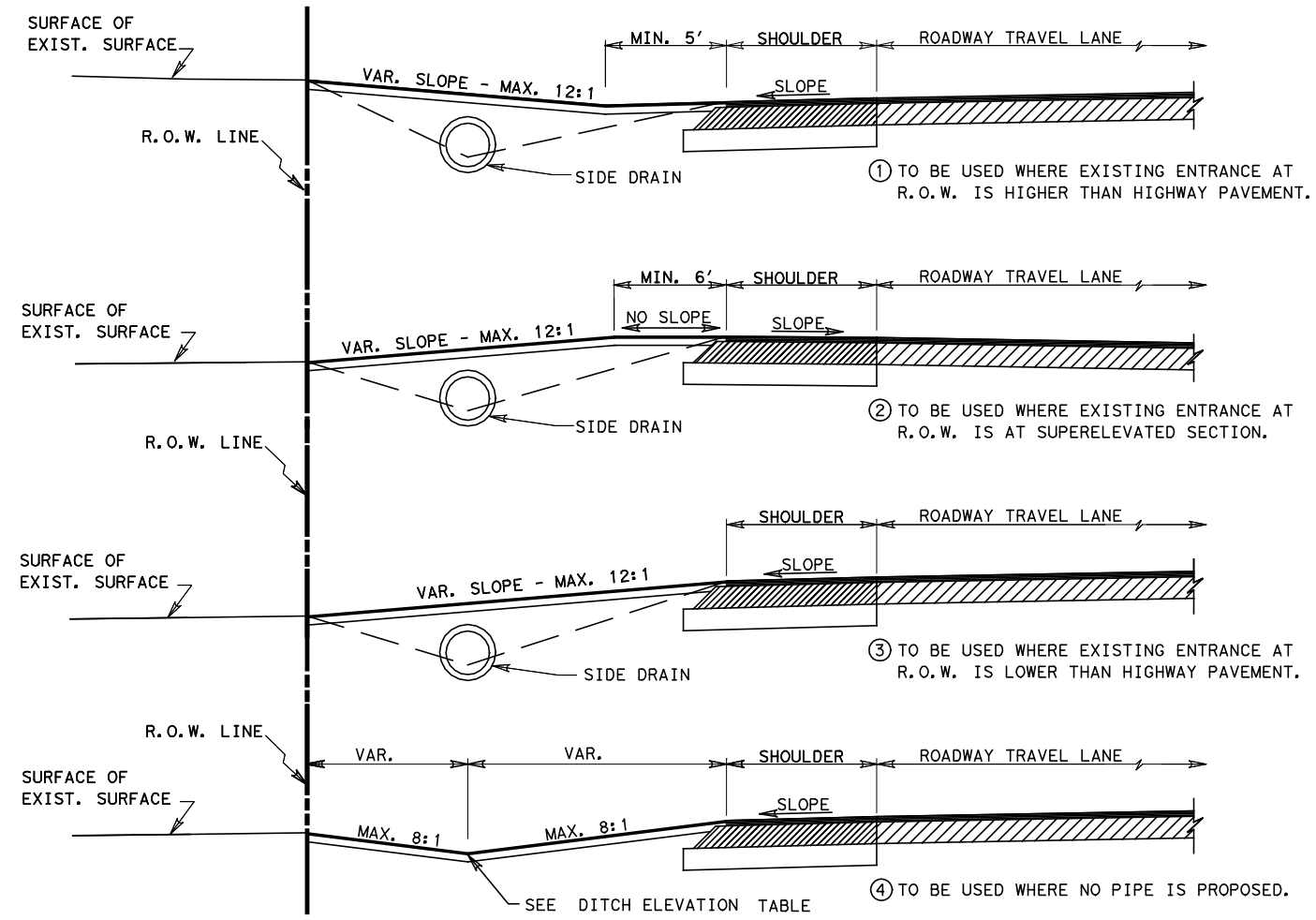
© 2004



**TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)**

REV. 4/04 SW3P.DGN

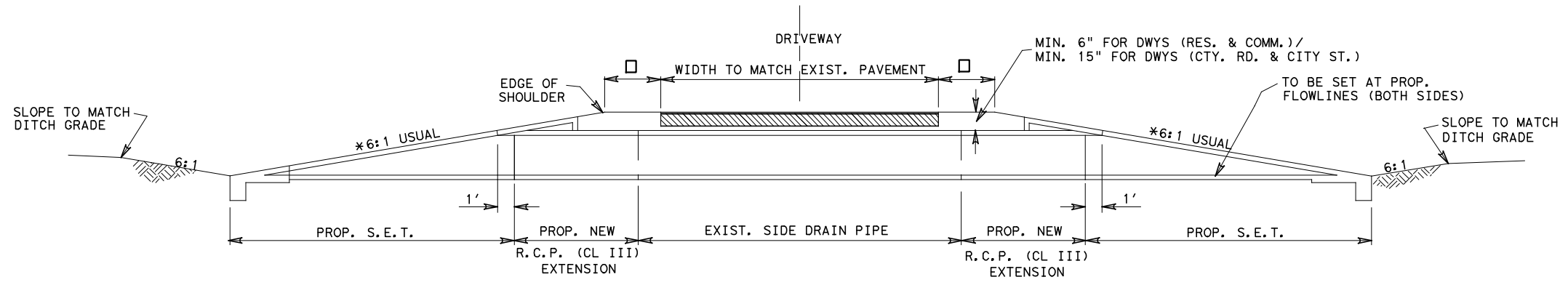
FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			23
STATE	DIST.	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
2C	1080	230	VARIOUS



**NOTES:**


- ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.
- ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.
- ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.
- EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.
- PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.
- 114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH  
171 #/SY ACP (COMPACTED) IS EQUAL TO 1 1/2 IN. DEPTH.
- SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
- SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.
- AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.
- THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

**TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G**



- - 1' MIN. ON DRIVEWAYS (RES. & COMM.)  
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)
- \* - 6:1 SLOPE USUAL  
UNLESS OTHERWISE NOTED ON PLANS

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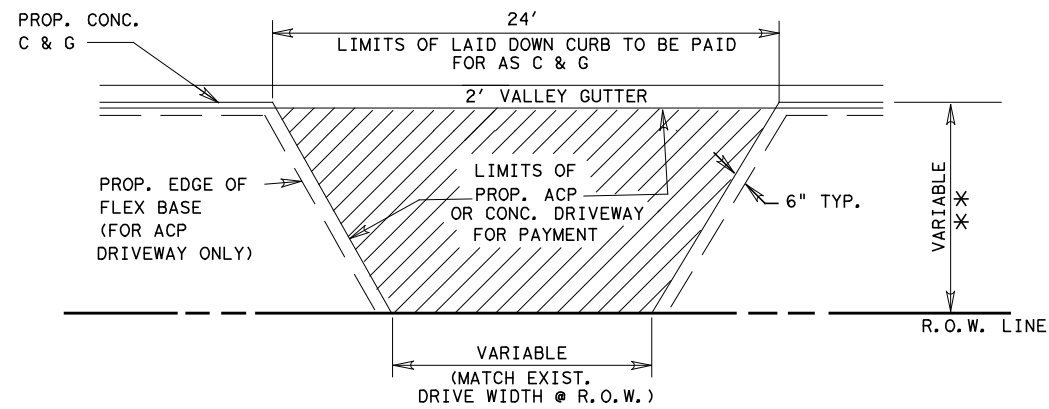


**TEXAS DEPARTMENT OF TRANSPORTATION**

**DRIVEWAY  
PROFILE DETAILS**

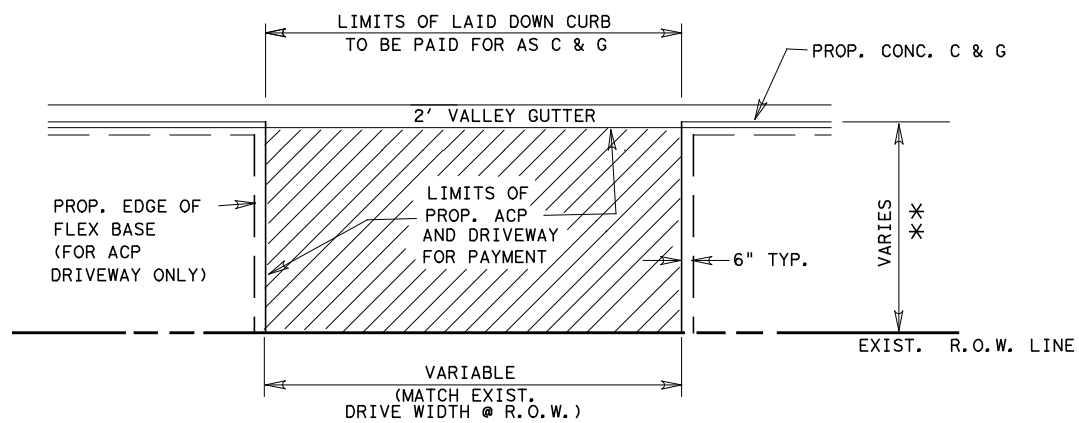
REV. 4/05		DRIVEWAY1.DGN	
STATE AID PROJECT NO.	FILE NO.	SHEET NO.	24
6			
STATE	DIST. NO.	COUNTY	CONT. SECT. JOB HIGHWAY NO.
TEXAS	PHR	HIDALGO	2C 1080 244 VAR

**PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER**



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH LESS THAN 24')

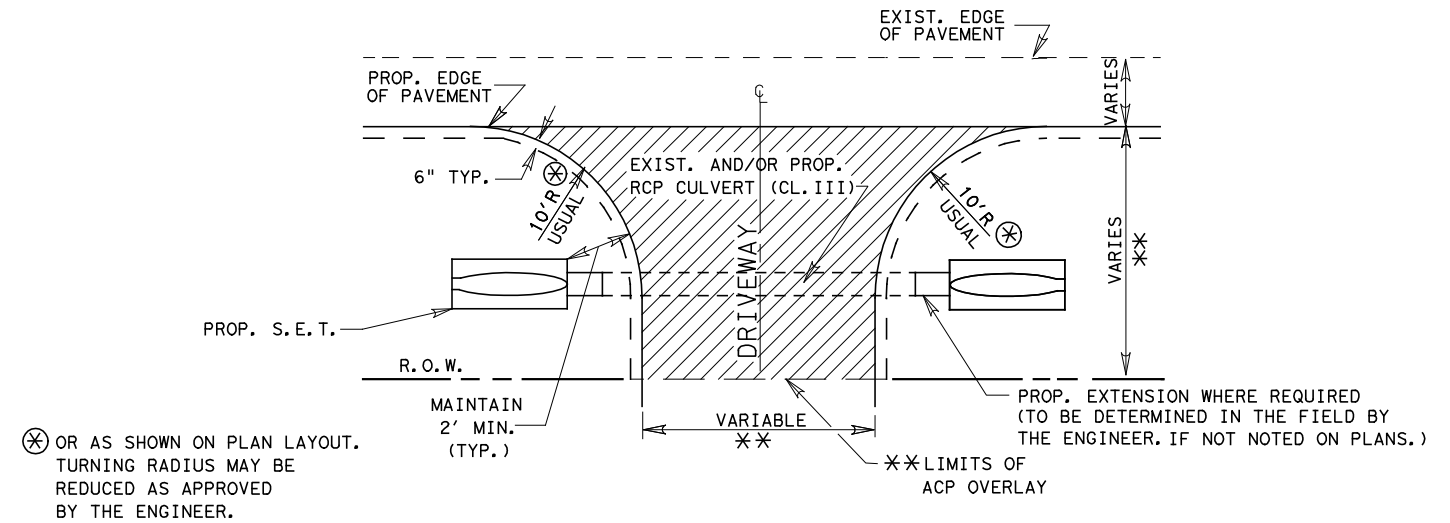
\*\* SEE P&P SHEETS



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

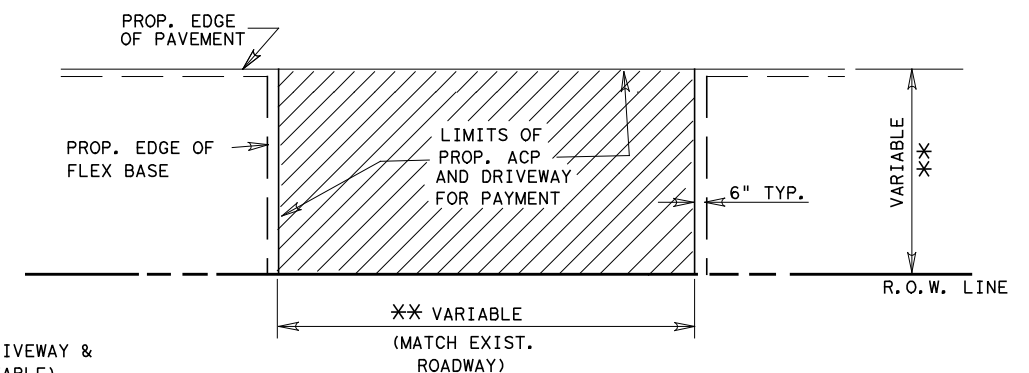
N. T. S.

**PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER**



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**

\*W/DRIVEWAY WIDTH LESS THAN 24'

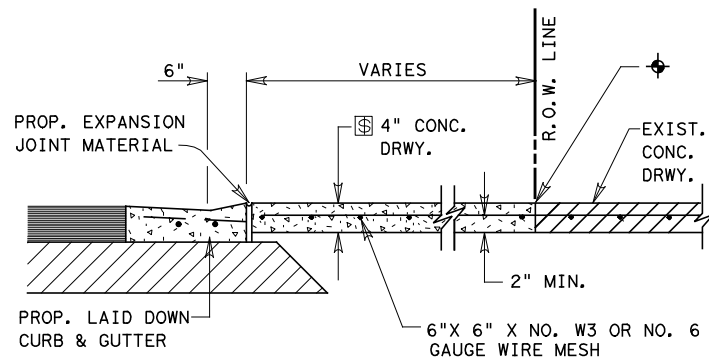


**PLAN OF PRIVATE AND COMMERCIAL DRIVES**  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

\*\* FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

**PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER**

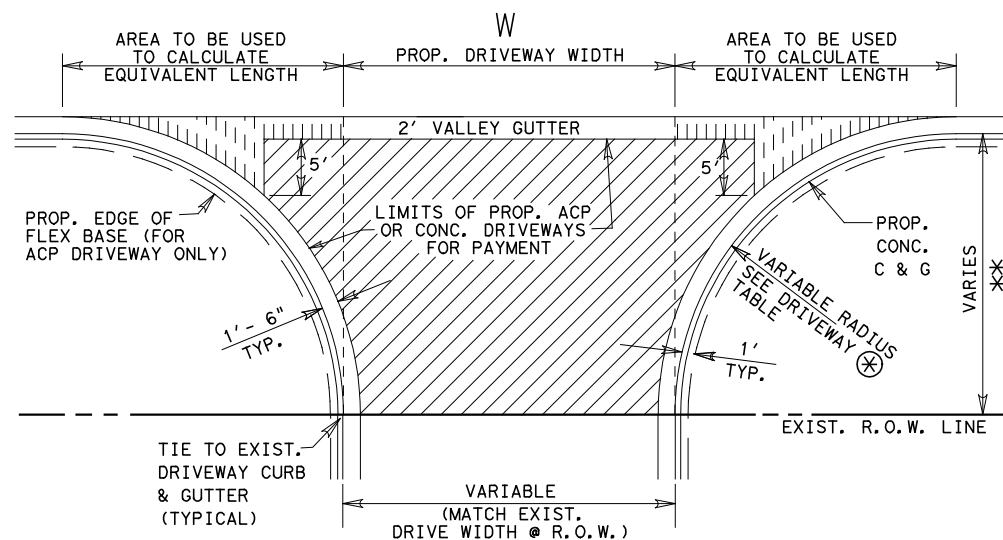


**TYPICAL CONCRETE DRIVEWAY SECTION**

◆ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

Ⓢ 6" FOR COMMERCIAL DRIVES

N. T. S.



**PLAN OF PRIVATE AND COMMERCIAL DRIVES**

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N. T. S.

**LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER**

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2')
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

**DRIVEWAY TYPES**

- TY PRB-1  
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY "D")
- TY PB-1  
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.
- TY P1  
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY "D".

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**TEXAS DEPARTMENT OF TRANSPORTATION**

**DRIVEWAY DETAILS**

**PRIVATE (RESIDENTIAL-COMMERCIAL)**

REV. 4/05	DRIVEWAY2.DGN
FED. RD. DIV. NO. 6	SHEET NO. 25
STATE TEXAS	PHR
COUNTY HIDALGO	CONT. 2C
SECT. 1080	JOB 244
HIGHWAY NO. VAR	

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 DATE: 3/19/2012 3:45:26 PM  
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Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
 Traffic Operations Division - TE  
 Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

- Compliant Work Zone Traffic Control Devices List (CWZTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Standard Highway Sign Designs for Texas (SHSD)  
<http://www.txdot.gov/publications/traffic.htm>
- Traffic Engineering Standard Sheets  
<http://www.txdot.gov/business/disclaim.htm>
- Material Producer List  
[http://www.txdot.gov/business/producer\\*list.htm](http://www.txdot.gov/business/producer*list.htm)
- Departmental Material Specifications (DMS)  
[http://www.txdot.gov/services/construction/material\\*specifications/](http://www.txdot.gov/services/construction/material*specifications/)
- Roadway Design Manual  
[http://www.txdot.gov/services/general\\*services/manuals.htm](http://www.txdot.gov/services/general*services/manuals.htm)



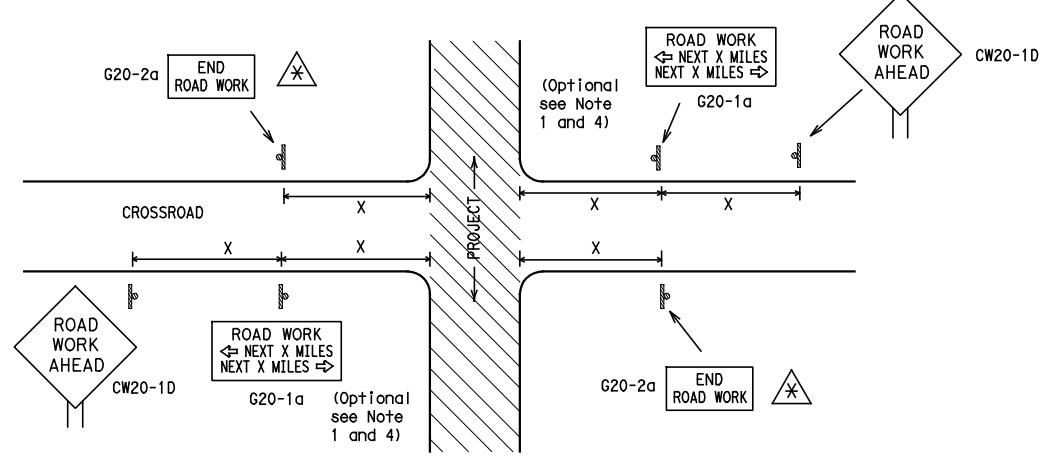
**BARRICADE AND CONSTRUCTION  
 GENERAL NOTES  
 AND REQUIREMENTS**

1 of 12 BC(1)-07

© TxDOT 11-4-02		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
4-03	REVISIONS	CONT	SECT	JOB	HIGHWAY
9-07		3C	1080	103	BERNAL
		DIST	COUNTY	SHEET NO.	
		PHR	HIDALGO	26	

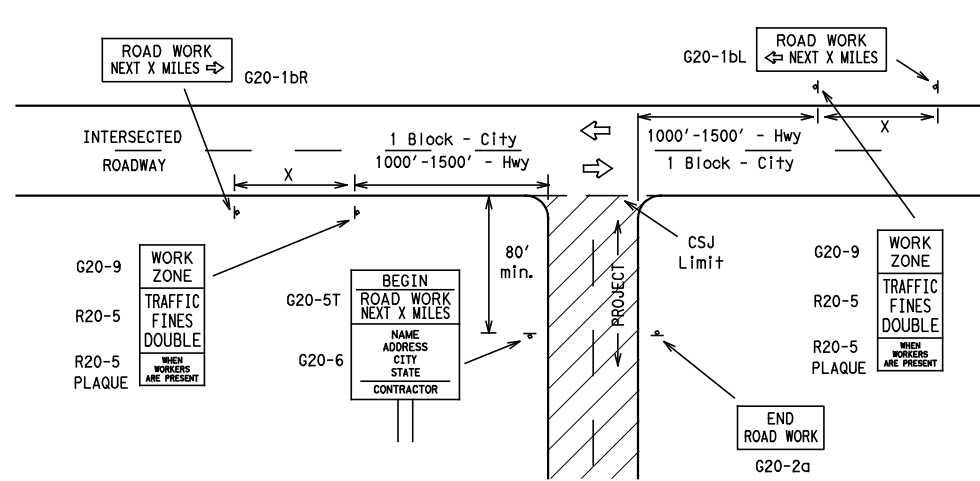
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**TYPICAL LOCATION OF CROSSROAD SIGNS**



- May be mounted on back of CW20-10 sign with approval of engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a CW20-10 ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
  - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-10) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (G20-2a) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
  - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  - The G20-1a sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
  - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

**T-INTERSECTION**



**CSJ LIMITS AT T-INTERSECTION**

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-Intersection the Contractor shall place the G20-6 "Contractor Name" sign behind the Type III Barricades for the road closure (see BC(10) also). The G20-1bL and G20-1bR signs shall be replaced by the detour signing called for in the plans.

**TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING**<sup>1,5,6</sup>

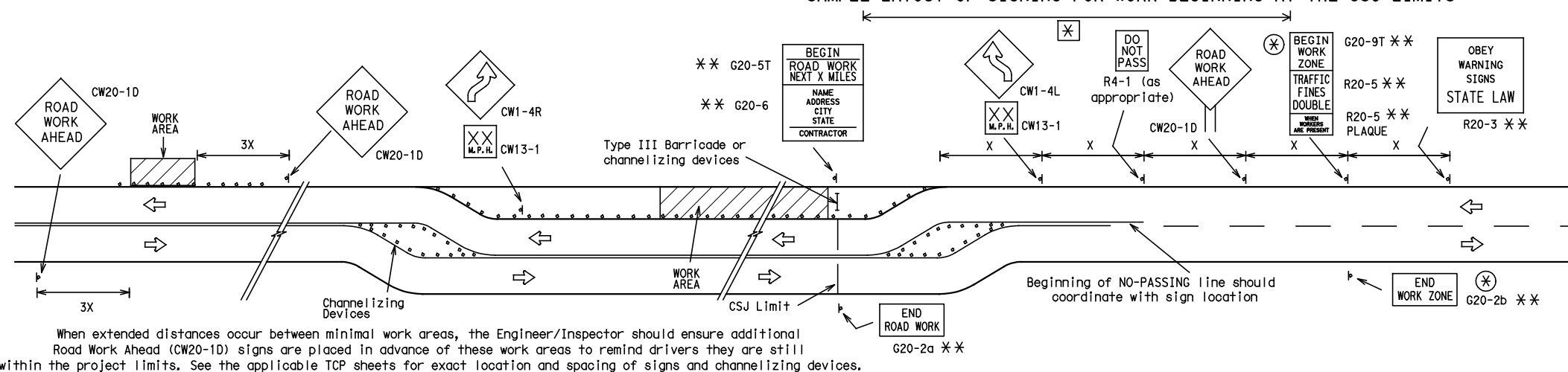
Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed MPH	Sign Spacing "x" (Feet (Apprx.))
CW20 CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	45	320
			50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
*			*	*

\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.  
 Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

**General Notes:**

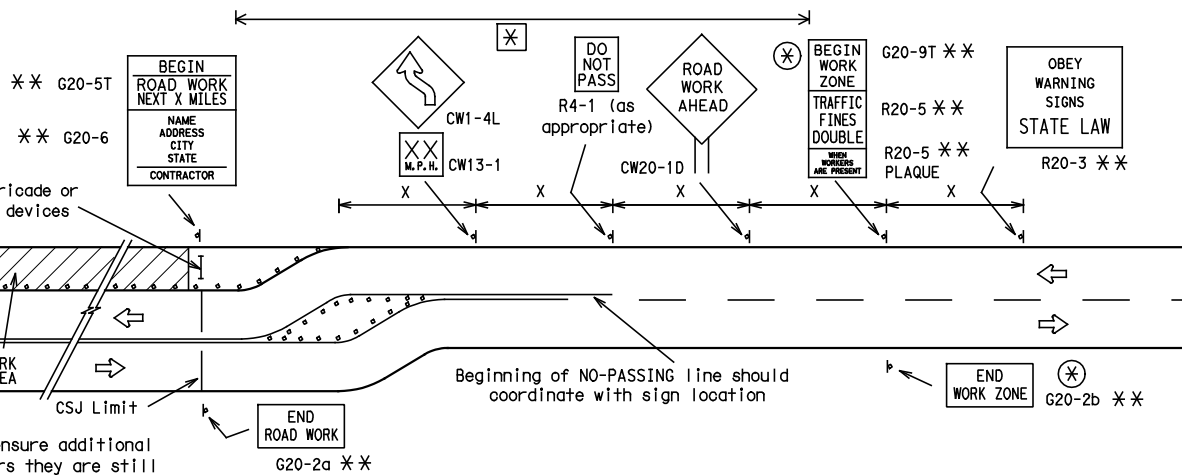
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" ROAD WORK AHEAD (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

**WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS**

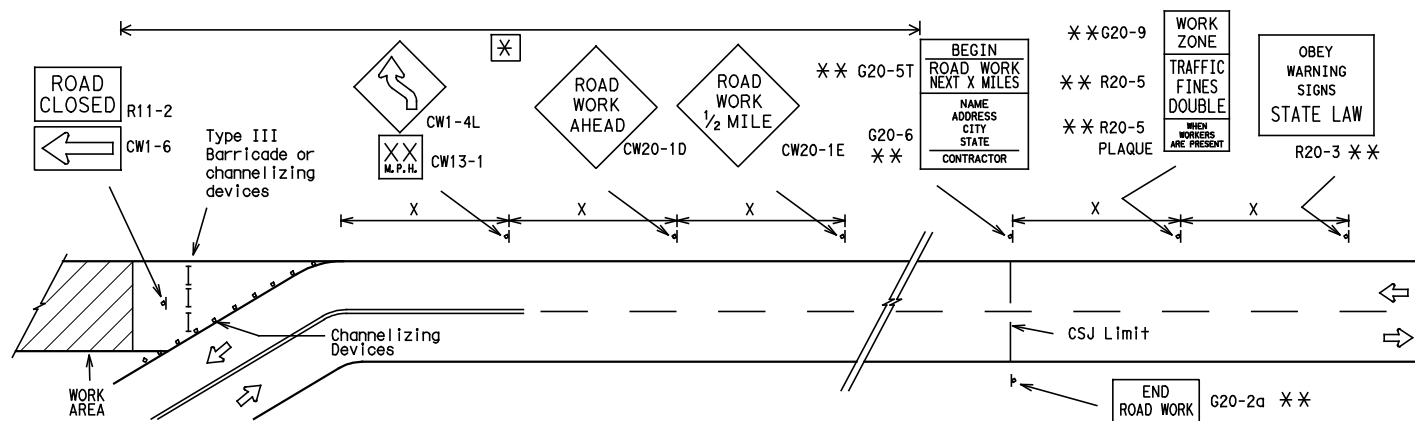


When extended distances occur between minimal work areas, the Engineer/Inspector should ensure additional Road Work Ahead (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS**



**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS**



**NOTES**

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and G20-5T sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The G20-9T and G20-2b shall be used when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a work zone where traffic fines may double if workers are present.
- \*\* Required CSJ Limit signing. See Note 10 on BC(1).
- ⊗ Area for placement of "ROAD WORK AHEAD" sign and other signs or devices as called for on the Traffic Control Plan.

**LEGEND**

- ⊙ sign
- Channelizing Devices
- I Type III Barricade
- X See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.



R20-3  
Legend/Border - Black  
Background - White

Texas Department of Transportation  
 Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

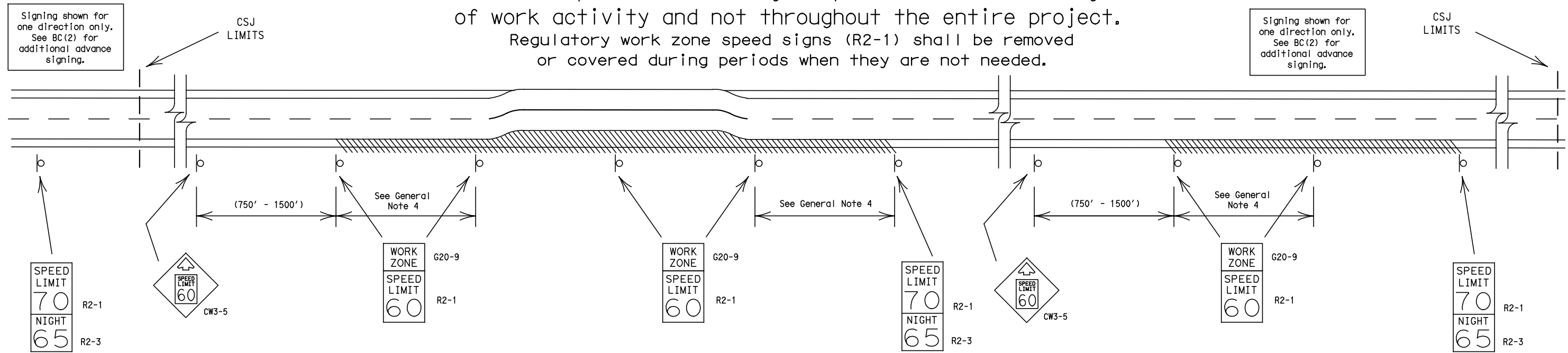
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9-07	REVISIONS	CONT	SECT	JOB	HIGHWAY
		3C	1080	103	BERNAL
		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		27

# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.

Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 15 feet of pavement edge or actually on the pavement.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

## GENERAL NOTES:

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
  - 40 mph and greater 0.2 to 2 miles
  - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the CW3-5 sign, G20-9 plaque and the R2-1 and R2-3 signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
- Techniques that may help reduce traffic speeds include but are not limited to:
  - Law enforcement.
  - Flagger stationed next to sign.
  - Portable changeable message sign (PCMS).
  - Low-power (drone) radar transmitter.
  - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.

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## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD

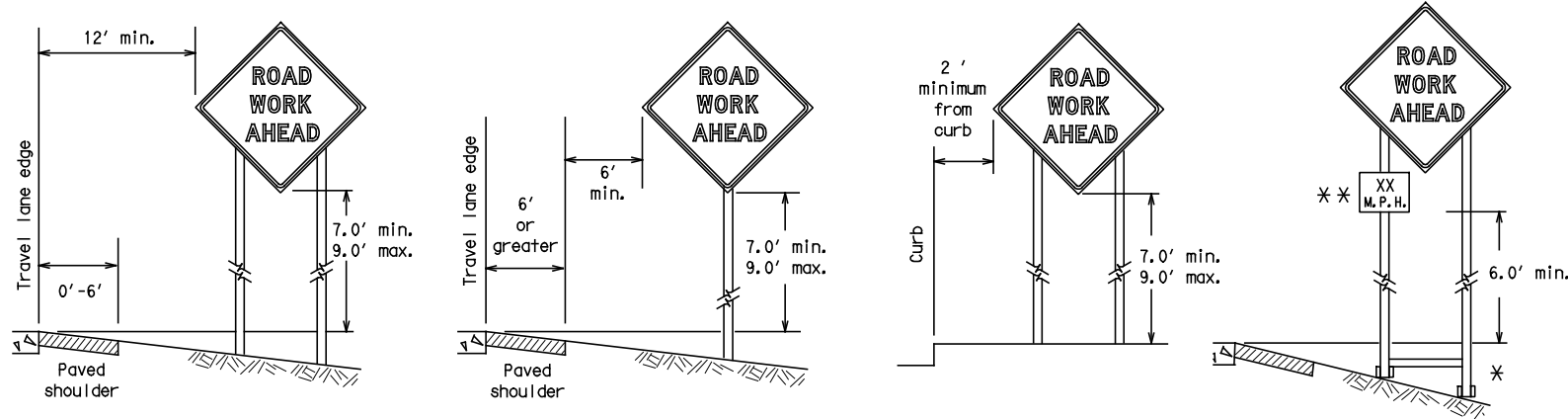
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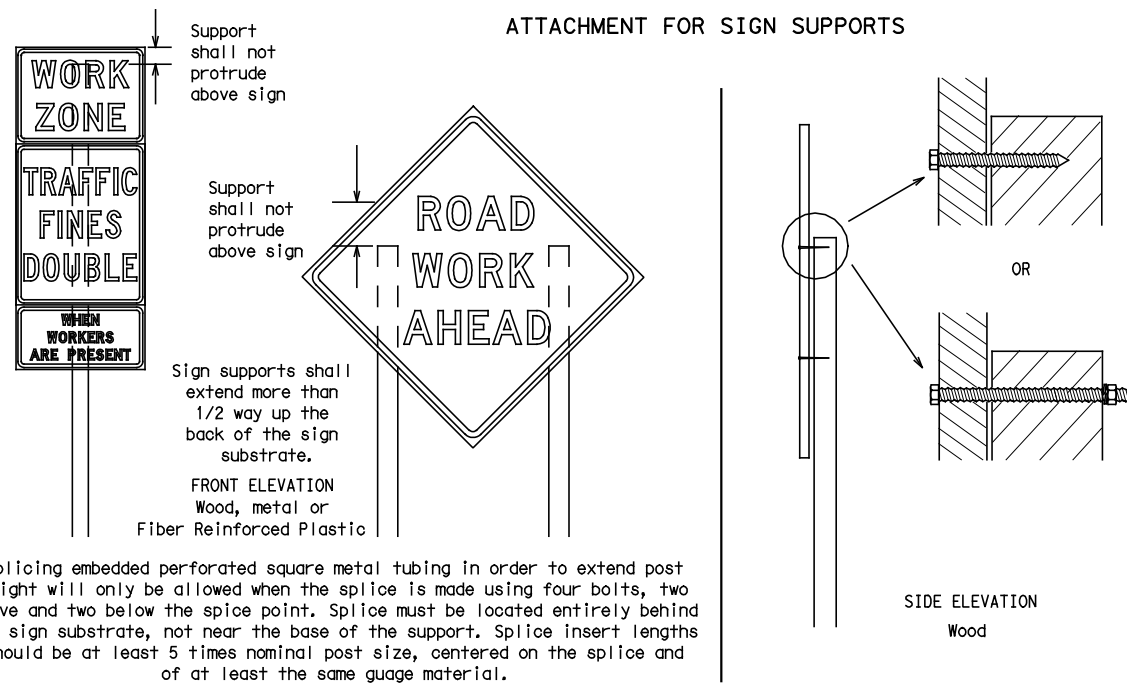
**TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS**



\* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

\*\* When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

**ATTACHMENT FOR SIGN SUPPORTS**

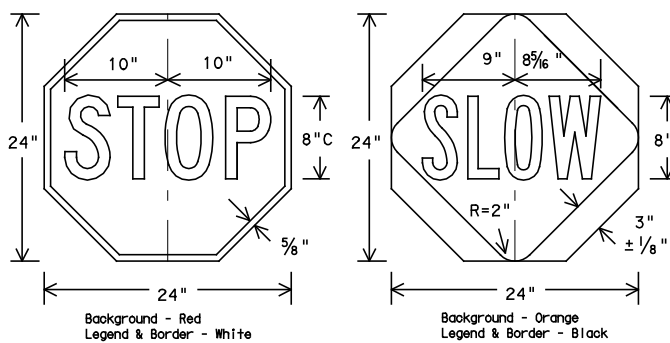


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails will NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

**STOP/SLOW PADDLES**

- STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
- When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
- STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
- Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



**CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS**

- Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
- When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
- When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
- If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
- Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

**GENERAL NOTES FOR WORK ZONE SIGNS**

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
  - Wooden sign posts shall be painted white.
  - Barricades shall NOT be used as sign supports.
  - Nails shall NOT be used to attach signs to any support.
  - All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
  - The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
  - The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
  - The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
  - Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
  - The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.
- DURATION OF WORK (as defined by the Texas Manual on Uniform Traffic Control Devices Part 6)**
- The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
    - Long-term stationary - work that occupies a location more than 3 days.
    - Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
    - Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
    - Short, duration - work that occupies a location up to 1 hour.
    - Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

**SIGN MOUNTING HEIGHT**

- The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
- The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday, or raised to appropriate Long-term/Intermediate sign height.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

**SIZE OF SIGNS**

- The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
- The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

**SIGN SUBSTRATES**

- The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

**REFLECTIVE SHEETING**

- All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
- White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
- Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

**SIGN LETTERS**

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

**REMOVING OR COVERING**

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
- Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
- Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

**SIGN SUPPORT WEIGHTS**

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact.
- Rubber (such as tire inner tubes) shall NOT be used for sandbags.
- Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.



**BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD**

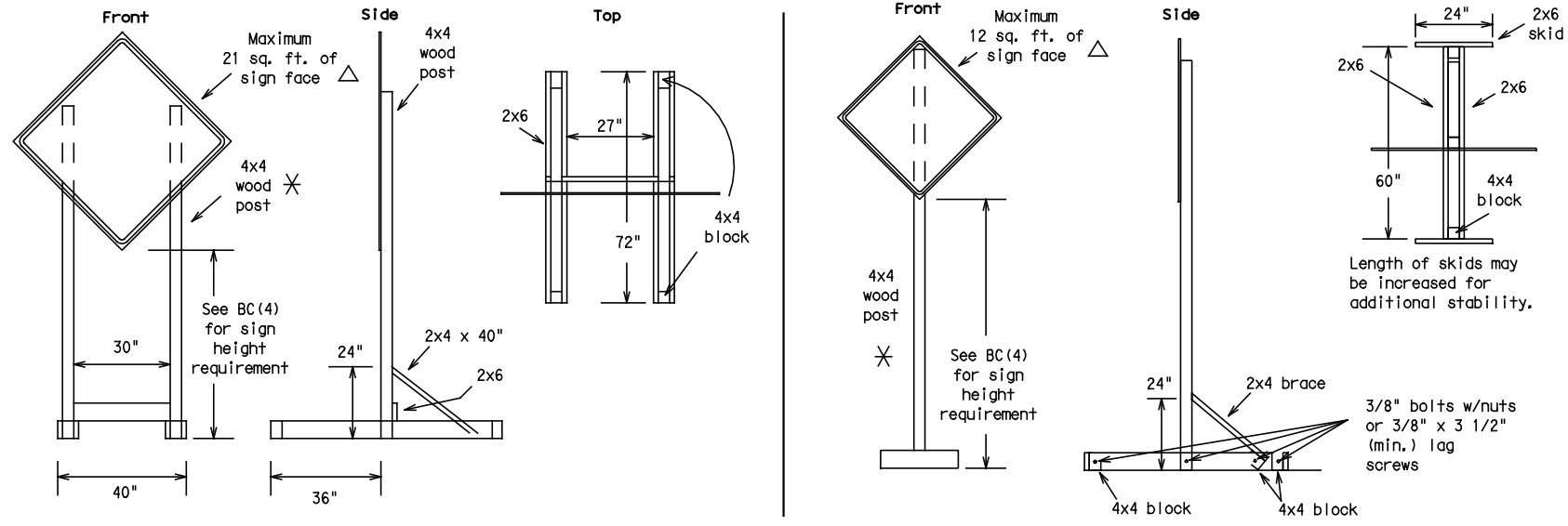
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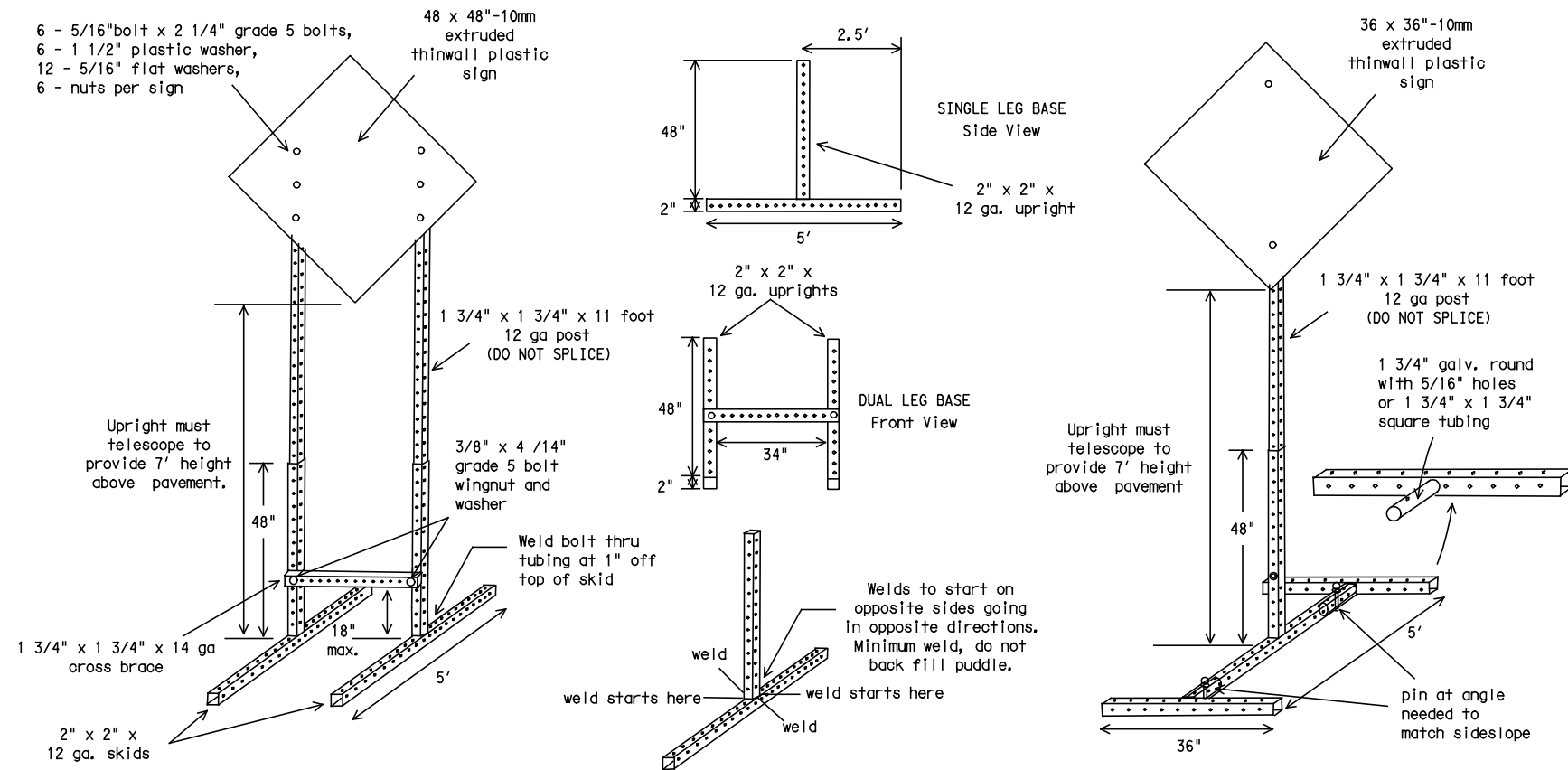
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## SKID MOUNTED WOOD SIGN SUPPORTS

### LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

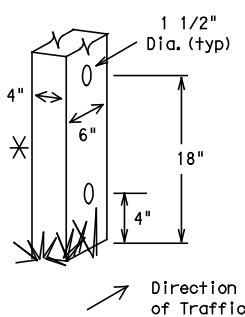


## SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



## WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).



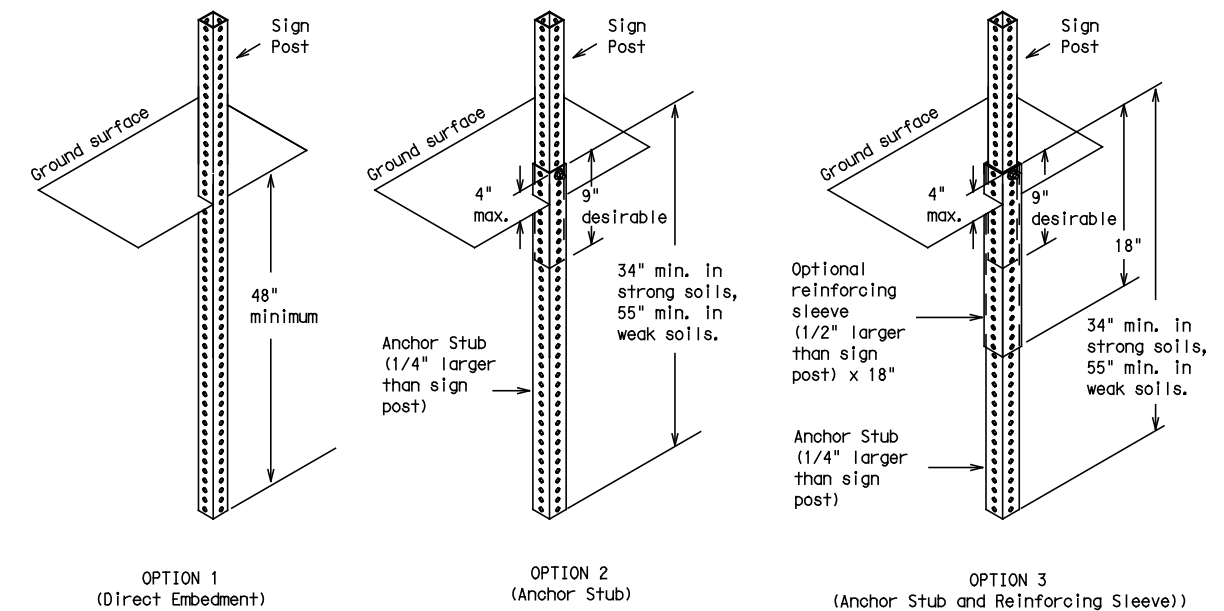
## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	No. of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

## GROUND MOUNTED SIGN SUPPORTS

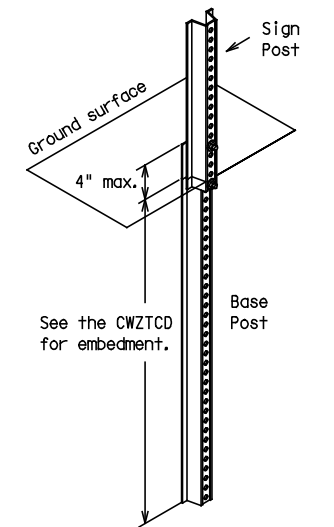
Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

### PERFORATED SQUARE METAL TUBING



### WING CHANNEL

Lap-splice/base bolted anchor



### GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✱ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation  
 Traffic Operations Division

## BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

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PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 720 feet. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Word or Phrase	Abb.	Word or Phrase	Abb.
Access Road	ACCS RD	Major	MAJ
Air Quality	AIR QLT	Miles	MI
Alternate	ALT	Miles Per Hour	MPH
Avenue	AVE	Minor	MNR
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Cannot	CANT	Northbound	(route) N
Center	CNTR	Parking	PKING
Construction Ahead	CONST AHEAD	Parking Lot	PRK LOT
Detour Route	DETOUR RTE	Road	RD
Do Not	DONT	Right Lane	RGT LN
East	E	Saturday	SAT
Eastbound	(route) E	Service Road	SERV RD
Emergency	EMER	Shoulder	SHLDR
Emergency Vehicle	EMER VEH	Slippery	SLIP
Entrance, Enter	ENT	South	S
Express Lanes	EXP LANE	Southbound	(route) S
Expressway	EXPWY	Speed	SPD
XXXX Feet	XXXX FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Temporary	TEMP
Friday	FRI	Thursday	THURS
Hazardous Driving	HAZ DRIVING	To Downtown	TO DWN TN
Hazardous Material	HAZMAT	Traffic	TRAF
High-Occupancy Vehicle	HOV	Travelers	TRV LRS
Highway	HWY	Tuesday	TUES
Hours	HR	Time Minutes	TIME MIN
Information	INFO	Upper Level	UPPR LVL
It Is	ITS	Vehicle	VEH
Junction	JCT	Warning	WARN
Left	LFT	Wednesday	WED
Left Lane	LFT LN	Weight Limit	WT LIMIT
Lane Closed	LN CLSD	West	W
Lower Level	LOWR LVL	Westbound	(route) W
Maintenance	MAINT	Wet Pavement	WET PVMT
		Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number  
 WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

\* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Application Guidelines

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

\*\* Advance Notice List

TUE-FRI XX AM-X PM
APR XX-XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM-XX AM

\*\* See Application Guidelines Note 6.

Wording Alternatives

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the CW20-7a Flagger Symbol, are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow panel provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.



**BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) STANDARD**

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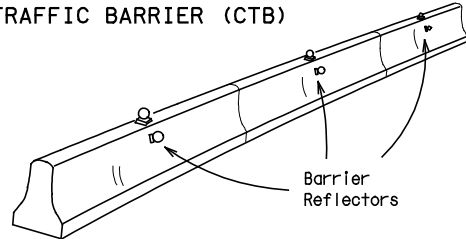
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		DIST	COUNTY	SHEET NO.
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# BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

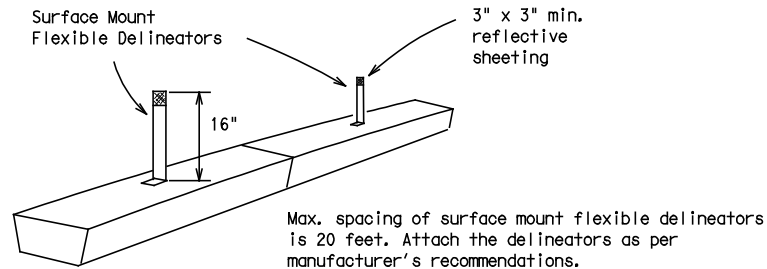
- Barrier Reflectors shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors (Type C Delineators) can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 502.

## CONCRETE TRAFFIC BARRIER (CTB)

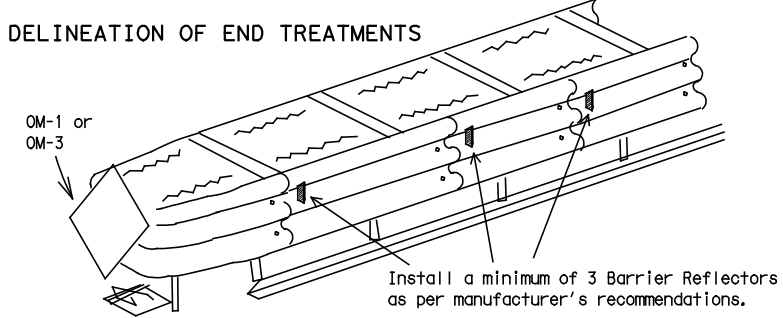


- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented. Yellow Barrier Reflectors shall be made with Type E Fluorescent Prismatic Yellow Retroreflective Sheeting. White reflectors shall be made with Type D White Prismatic sheeting.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

## LOW PROFILE CONCRETE BARRIER (LPCB)



## DELINEATION OF END TREATMENTS



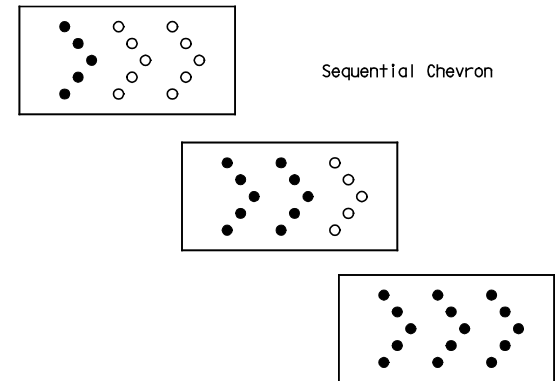
	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
DELINEATION	OM-1	OM-3 or Vertical Panel

**END TREATMENTS FOR CTB'S USED IN WORK ZONES**

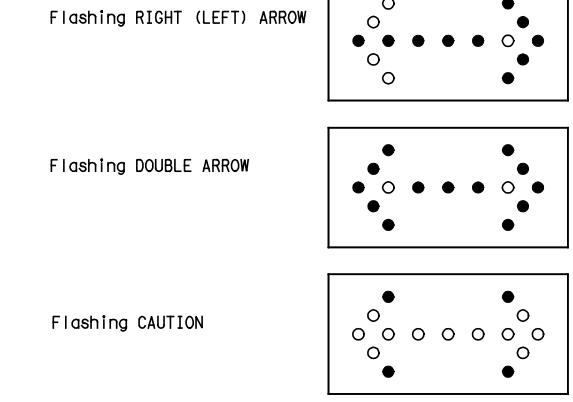
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

# TYPICAL FLASHING ARROW PANEL

Arrow Panels may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.



- The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
- The Flashing Arrow Panel should be able to display the following symbols:



TYPE	REQUIREMENTS		MINIMUM VISIBILITY DISTANCE
	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

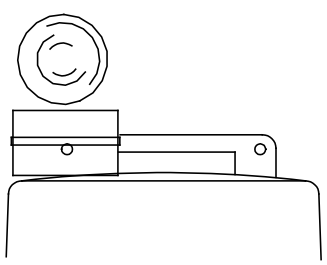
**ATTENTION:** Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

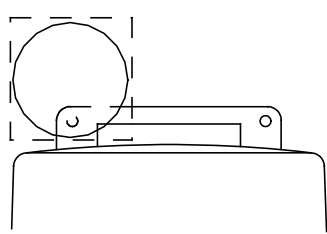
- The "CAUTION" display consists of four corner lamps flashing simultaneously.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.

- The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Panel SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Panel provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted arrow panels should be 7 feet from roadway to bottom of panel.

## WARNING LIGHTS



Type C Warning Light or approved substitute mounted adjacent to the travel way.



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.

## WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

## WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

# TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned approximately 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

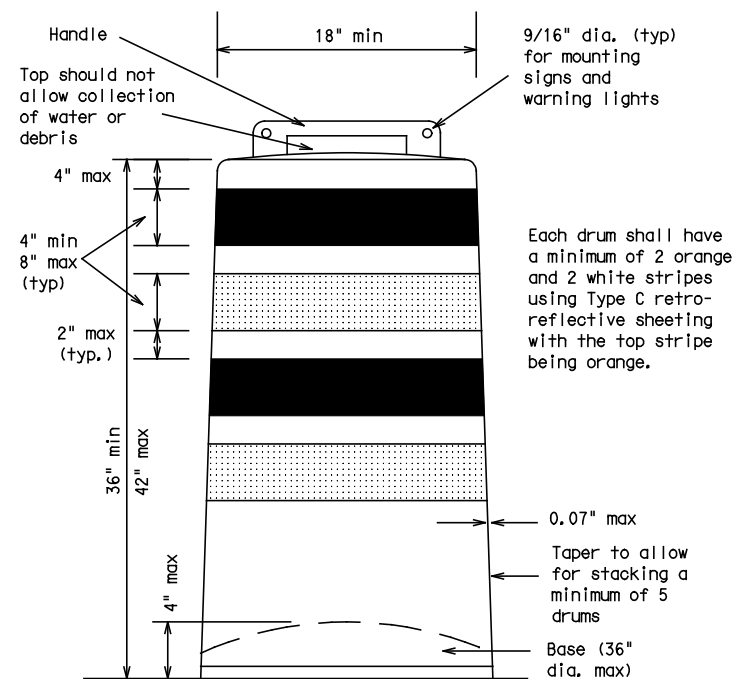
Texas Department of Transportation  
 Traffic Operations Division

**BARRICADE AND CONSTRUCTION  
 ARROW PANEL, REFLECTORS,  
 WARNING LIGHTS & ATTENUATOR  
 STANDARD**

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 DISCUSSION:



**GENERAL NOTES**

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

**GENERAL DESIGN REQUIREMENTS**

Prequalified plastic drums shall meet the following requirements:

- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.

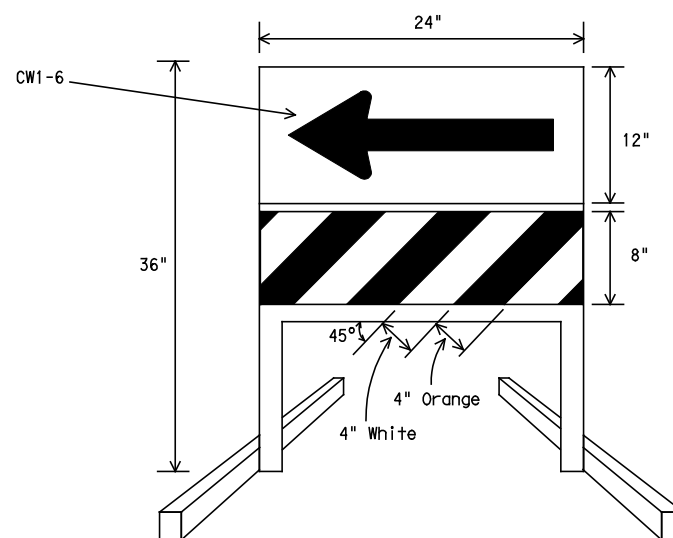
- Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.
- Drum and base shall be marked with manufacturer's name and model number.

**RETROREFLECTIVE SHEETING**

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retroreflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

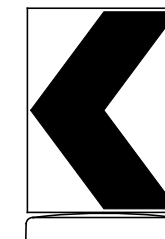
**BALLAST**

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

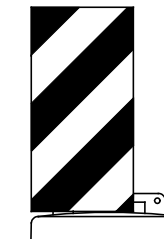


**DIRECTION INDICATOR BARRICADE**

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type E Fluorescent Prismatic Orange above a rail with Type C High Specific Intensity retroreflective sheeting in alternation 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



18" x 24" Sign  
(Maximum Sign Dimension)  
Chevron CW1-8, Opposing Traffic Lane  
Divider, Driveway sign D70a, Keep Right  
R4 series or other signs as approved  
by Engineer



12" x 24"  
Vertical Panel  
mount with diagonals  
sloping down towards  
travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

**SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS**

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

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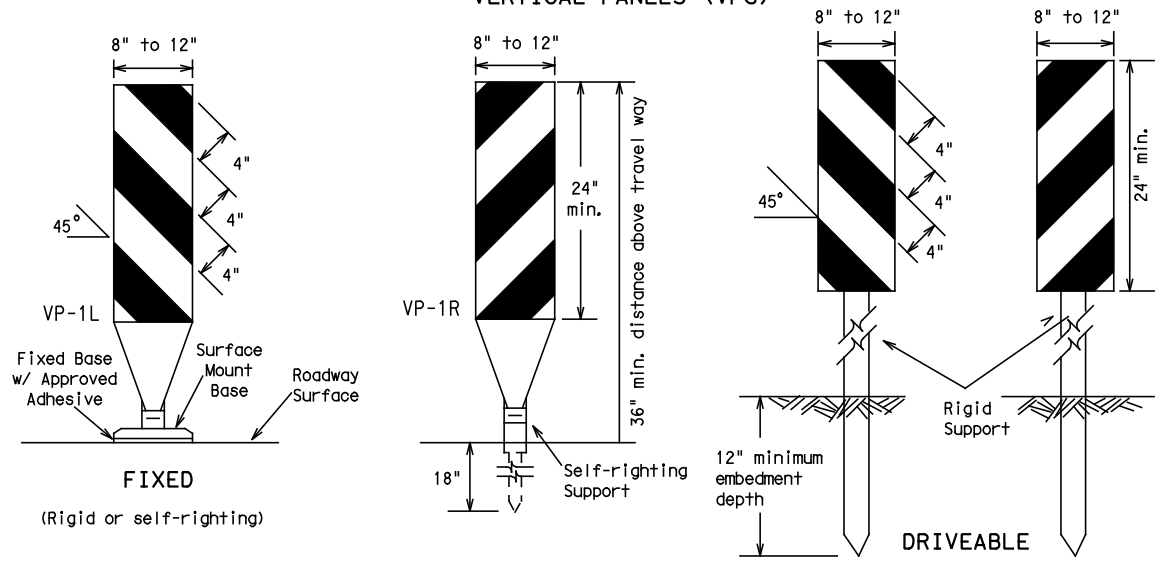
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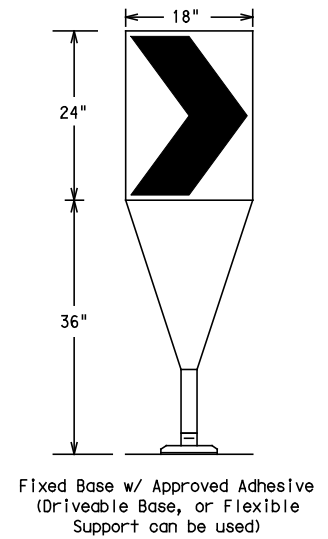
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## CHANNELIZING DEVICES

### VERTICAL PANELS (VPs)



### CHEVRONS



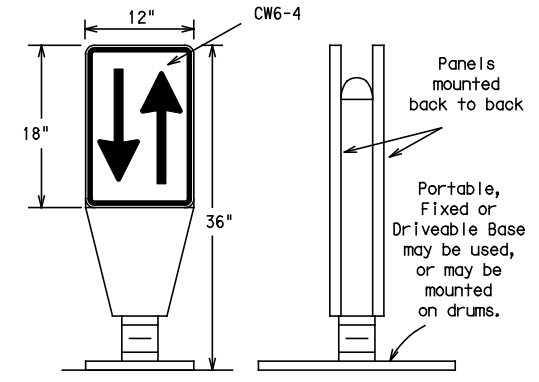
- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

### GENERAL NOTES:

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
- Examples on this sheet are commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, shall have a minimum of 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is greater than 36 inches, a panel stripe of 6 inches shall be used.

### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

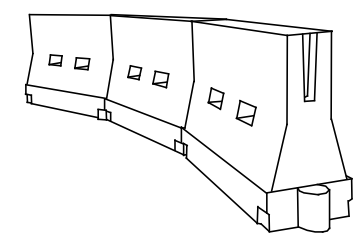


- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with simple tubular markers or VPs.
- Spacing between the OTLD shall not exceed 500 feet. Tubular markers or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.

Posted Speed	Formula	Minimum Desirable Taper Lengths $\frac{W}{S}$			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	40'	70' - 90'
40		265'	295'	320'	40'	80' - 100'
45	L=WS	450'	495'	540'	45'	90' - 110'
50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70		700'	770'	840'	70'	140' - 175'
75		750'	825'	900'	75'	150' - 185'
80		800'	880'	960'	80'	160' - 195'

\*\*Taper lengths have been rounded off.  
 L=Length of Taper (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



#### LONGITUDINAL CHANNELIZING DEVICES

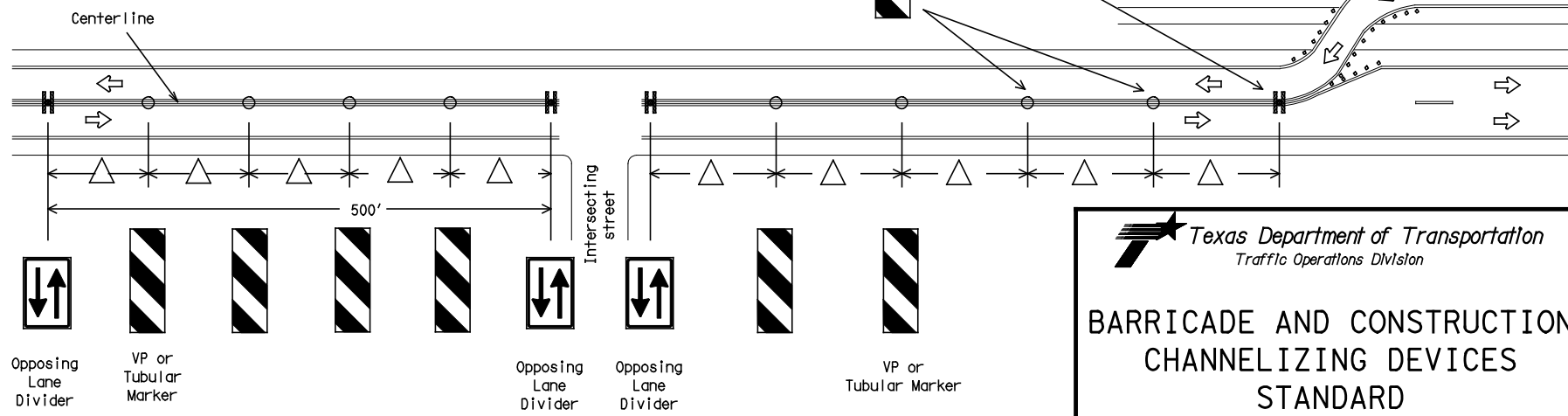
- Longitudinal channelizing devices are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. **They are not designed to contain or redirect a vehicle on impact.**
- Longitudinal channelizing devices may be used instead of a line of cones or drums.
- Longitudinal channelizing devices shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Longitudinal channelizing devices should not be used to provide positive protection for obstacles, pedestrians or workers.
- Longitudinal channelizing devices shall be retroreflective, or supplemented with retroreflective delineation as required for temporary barriers on BC(7)-07.

#### WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall be not less than 32 inches in height.

### VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS SEPARATING TWO-WAY TRAFFIC (Typical application)



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD, except when the OTLD must be spaced closer to accommodate an intersection. Spacing between the OTLD shall not exceed 500 feet.



## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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9-07	REVISONS	CONT	SECT	JOB
		3C	1080	103
		DIST	COUNTY	SHEET NO.
		PHR	HIDALGO	34

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**TYPE III BARRICADES**

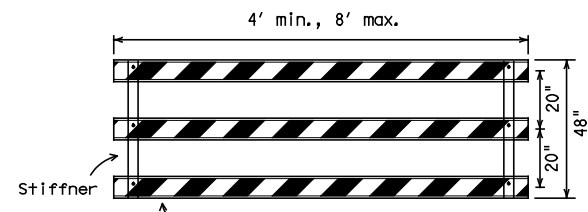
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

**TYPICAL STRIPING DETAIL FOR BARRICADE RAIL**

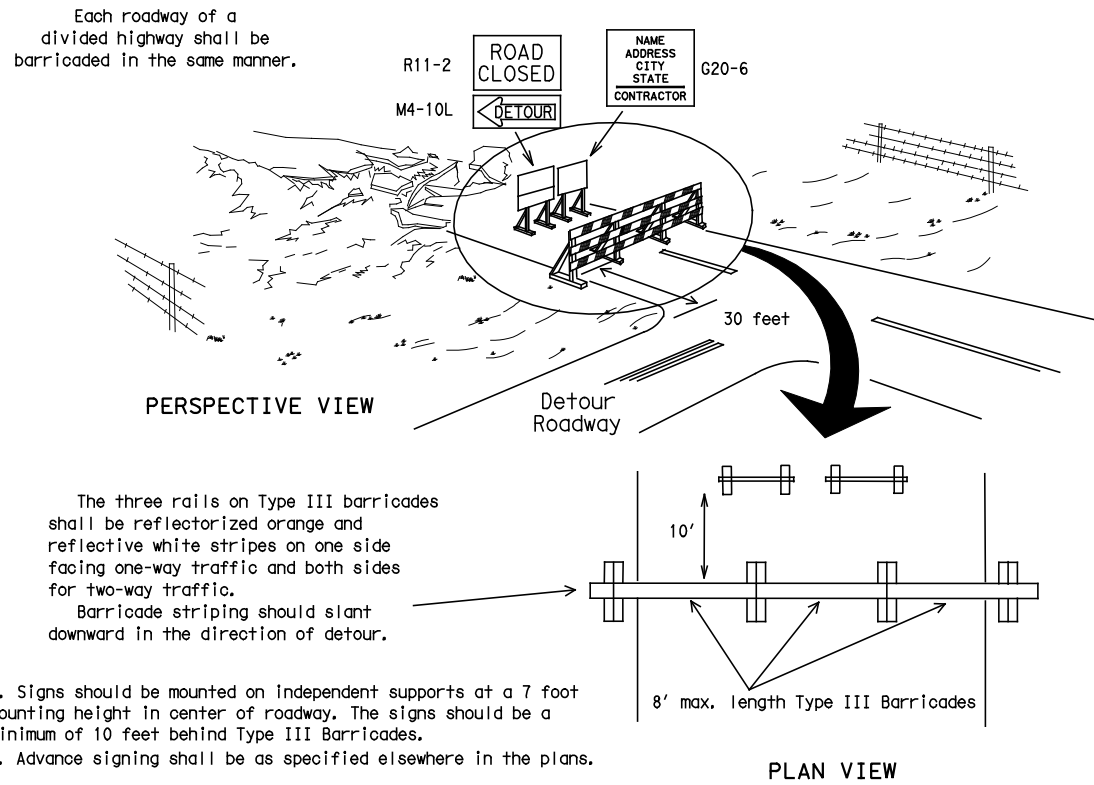


**TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES**

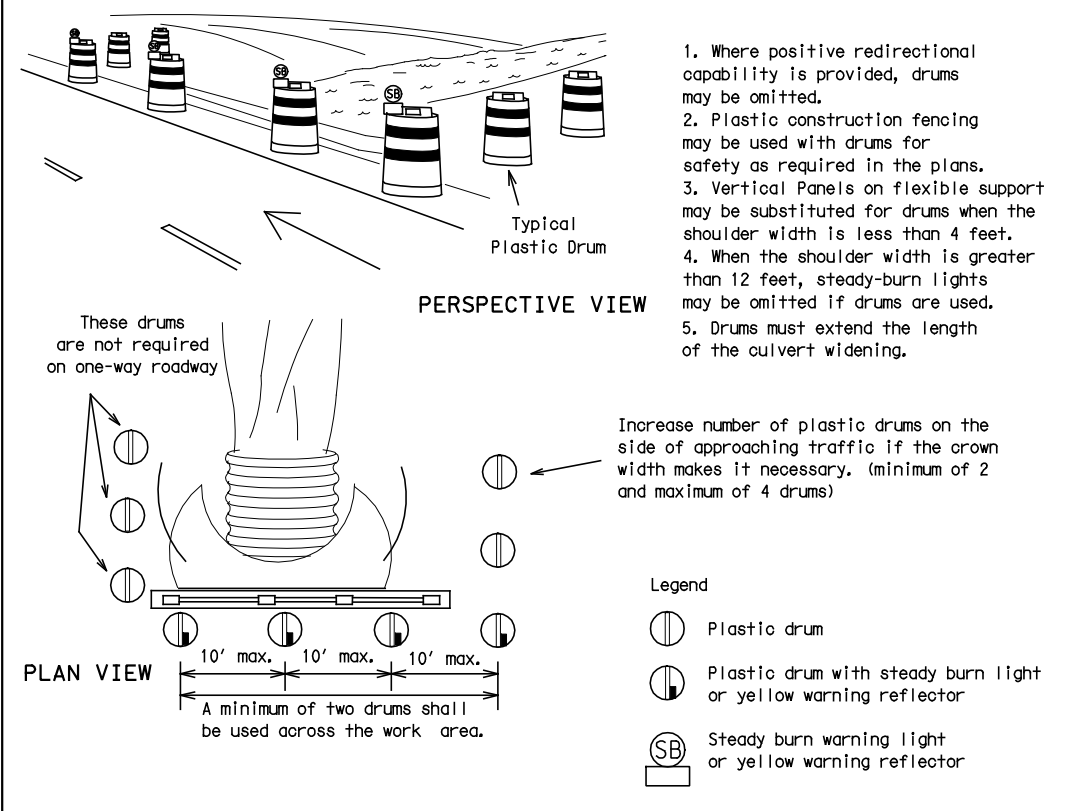


Stiffner may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

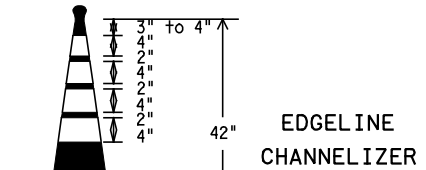
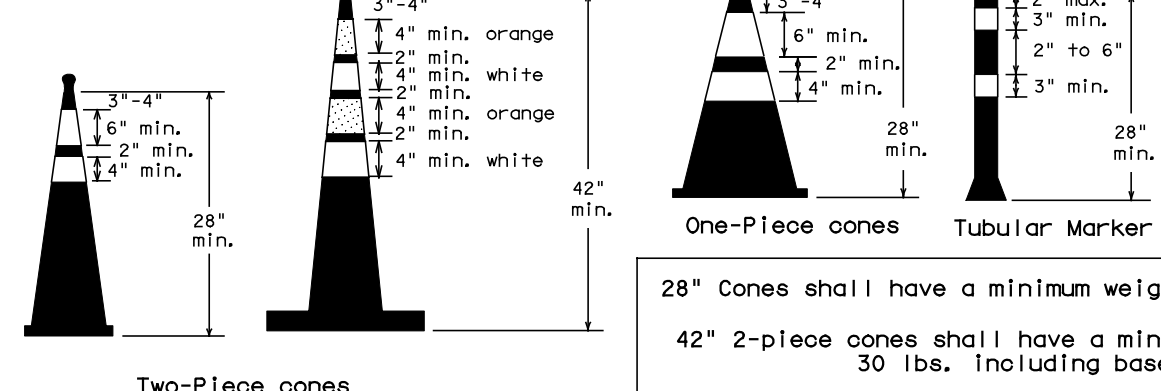
**TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION**



**CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS**

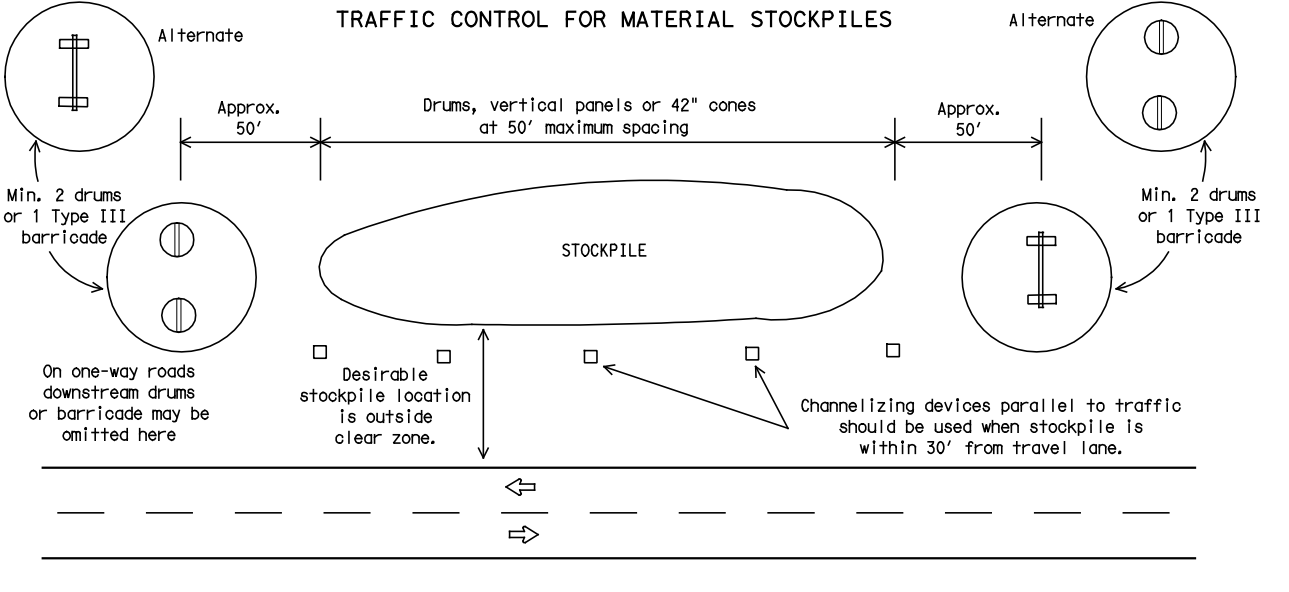


**CONES**



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

**TRAFFIC CONTROL FOR MATERIAL STOCKPILES**



1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.

Texas Department of Transportation  
 Traffic Operations Division

**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

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		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		35

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## WORK ZONE PAVEMENT MARKINGS

### GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

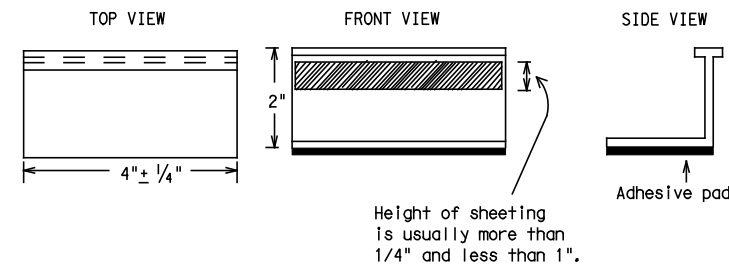
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than two weeks, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

## Raised Pavement Markers used as Guidemarks

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.


Guidemarks shall be designated as:

- YELLOW - (two amber reflective surfaces with yellow body).
- WHITE - (one silver reflective surface with white body).

### DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



Texas Department of Transportation  
Traffic Operations Division

# BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

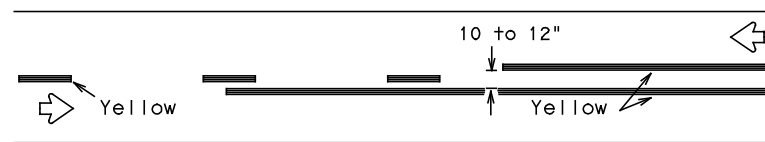
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2-98		CONTRACT	SECTION	JOB	HIGHWAY
1-02		3C	1080	103	BERNAL
11-02		DISTRICT	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		36

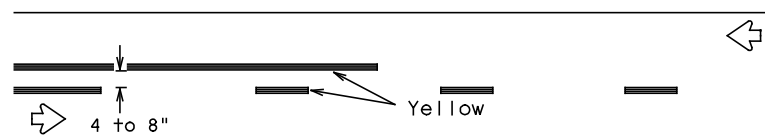
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## PAVEMENT MARKING PATTERNS

### CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS

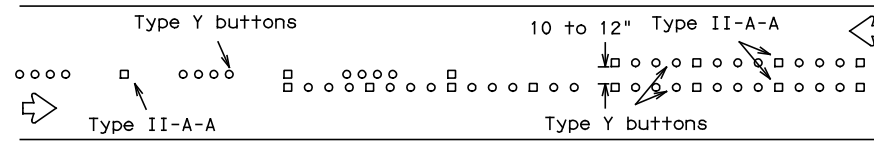


REFLECTORIZED PAVEMENT MARKINGS - PATTERN A

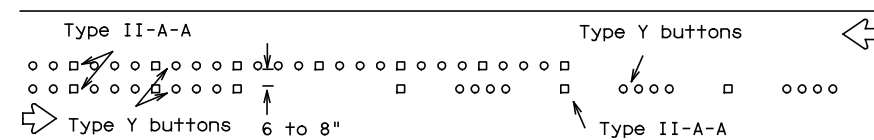


REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

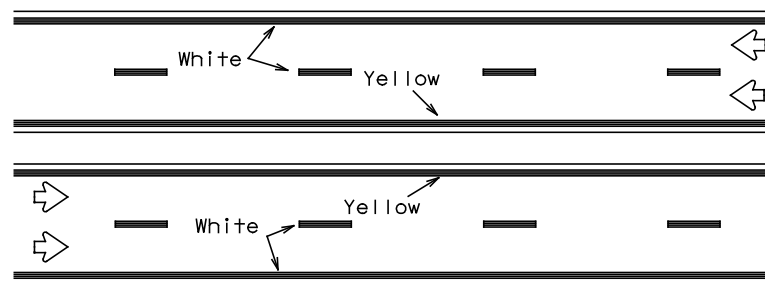


RAISED PAVEMENT MARKERS - PATTERN A



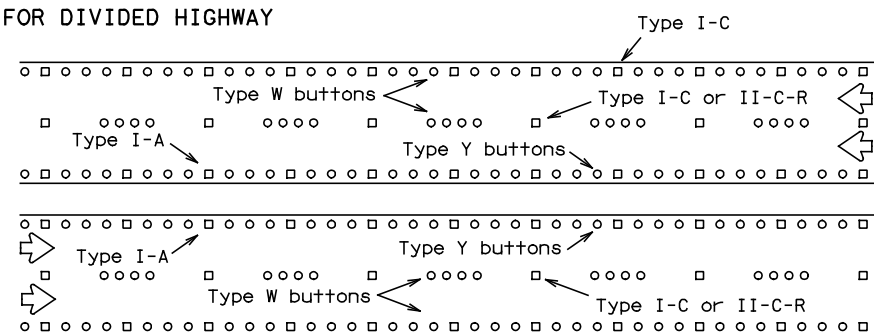
RAISED PAVEMENT MARKERS - PATTERN B

### EDGE & LANE LINES FOR DIVIDED HIGHWAY



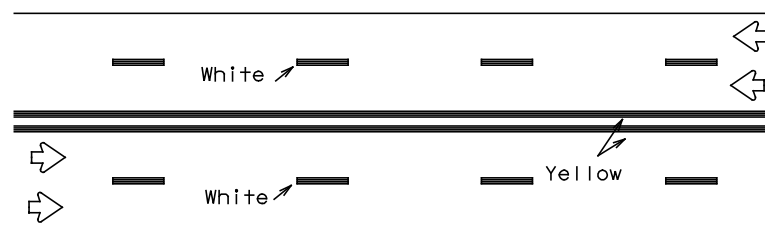
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



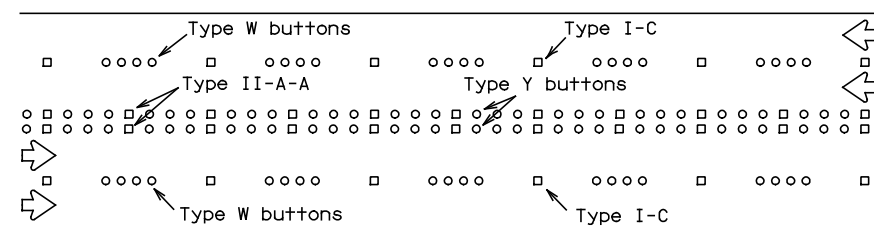
RAISED PAVEMENT MARKERS

### LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



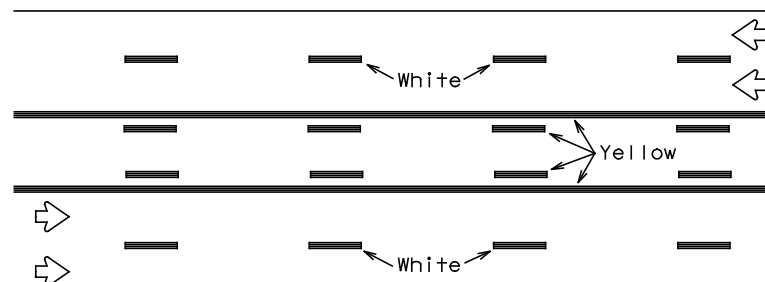
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



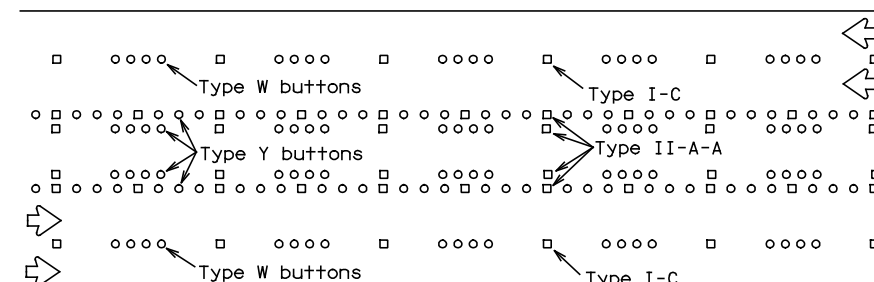
RAISED PAVEMENT MARKERS

### TWO-WAY LEFT TURN LANE



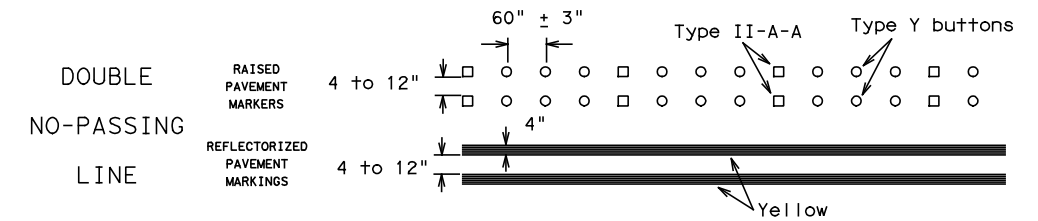
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.

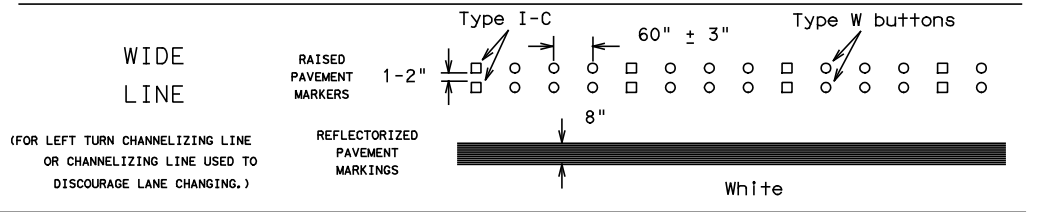
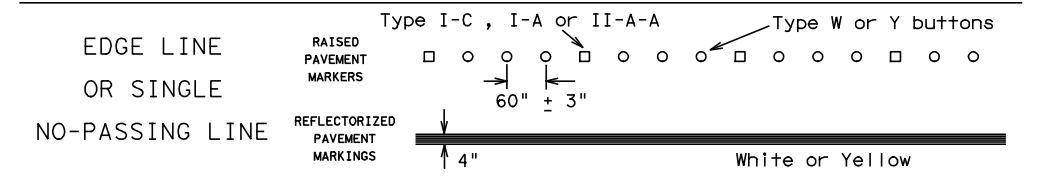


RAISED PAVEMENT MARKERS

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

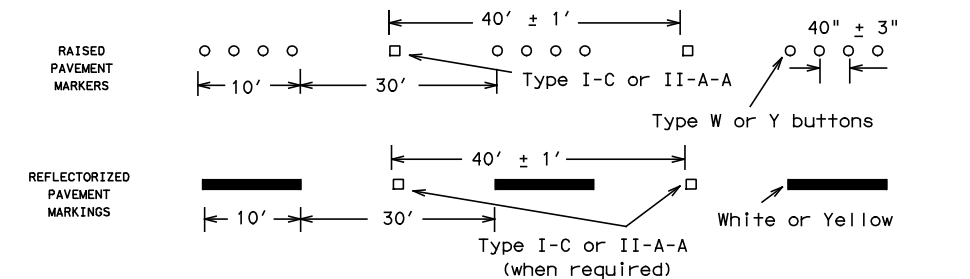


### SOLID LINES



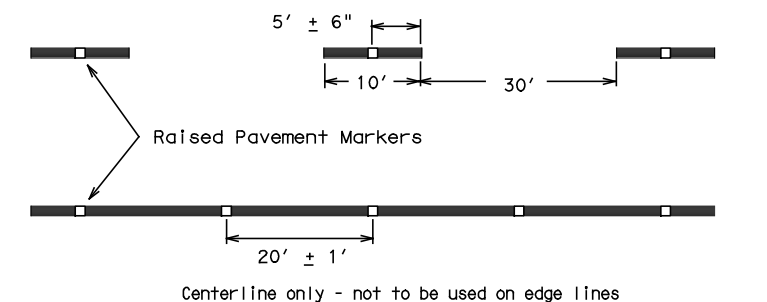
### BROKEN LINE

(FOR CENTER LINE OR LANE LINE.)



### REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

**Texas Department of Transportation**  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

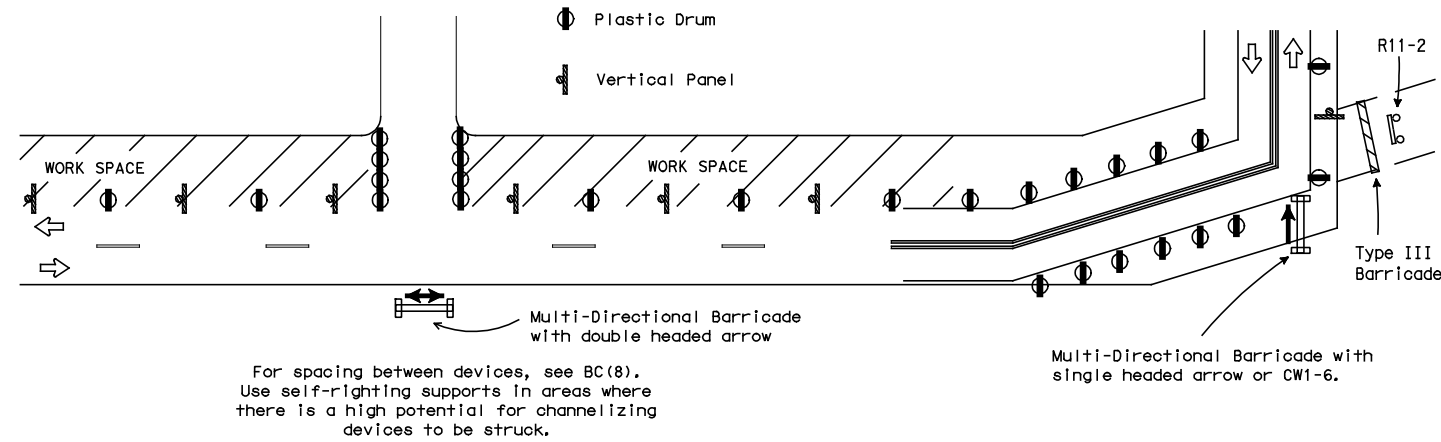
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9-07		PHR	HIDALGO		37

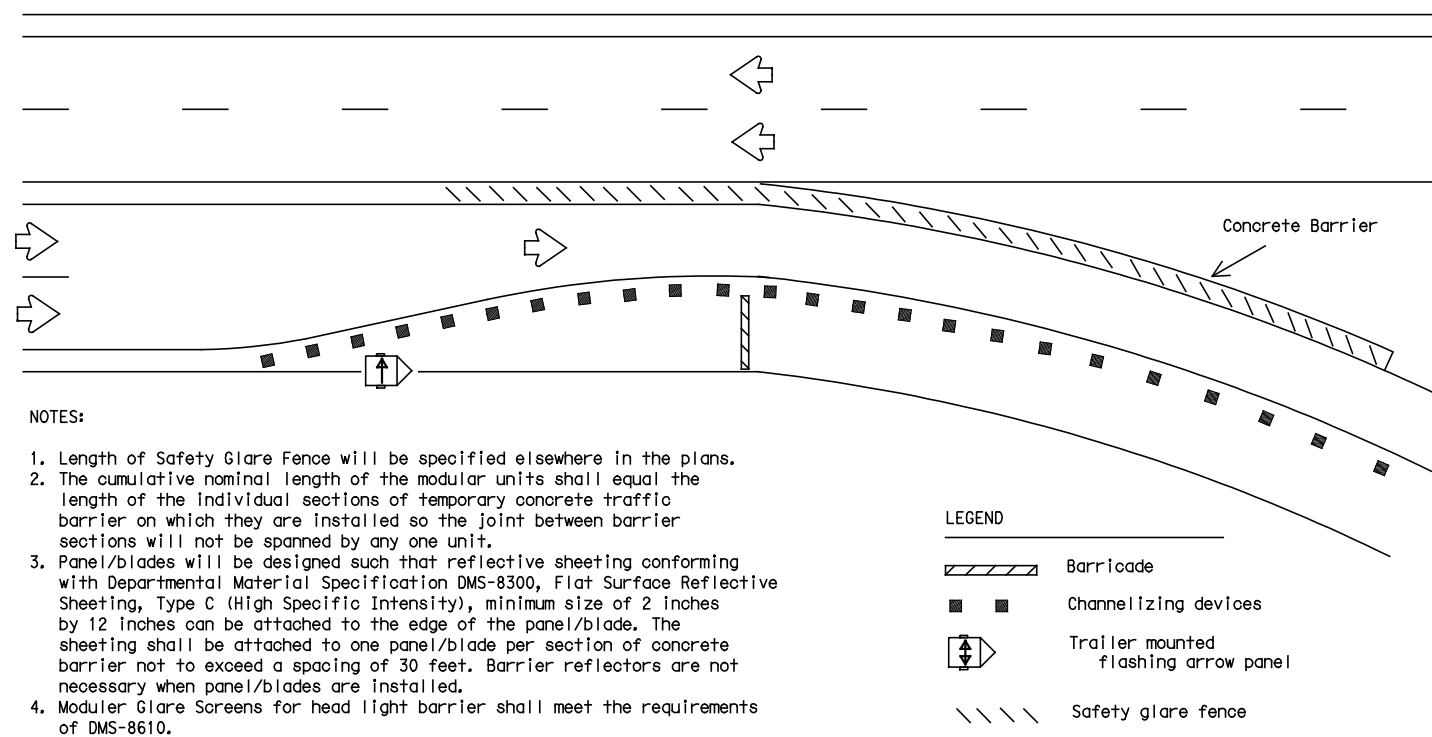
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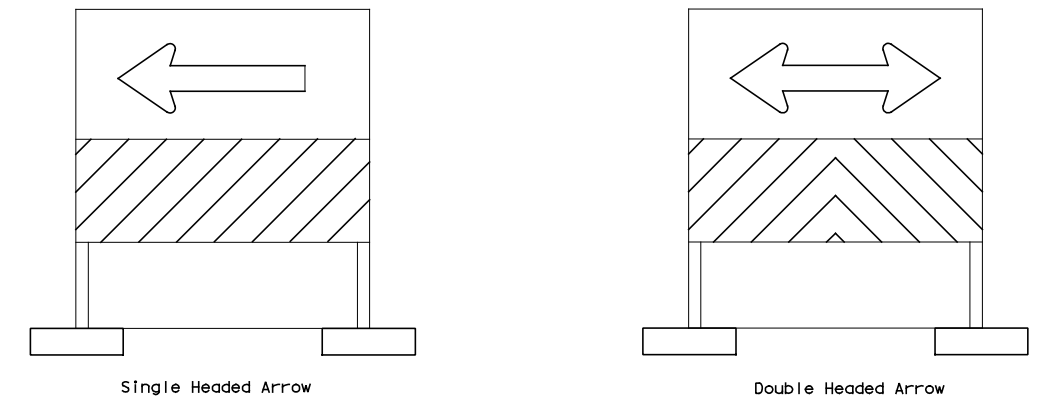
### CHANNELIZING DEVICES FOR URBAN ROADWAY TYPE PROJECT



### BARRIER DELINEATION WITH SAFETY GLARE FENCE

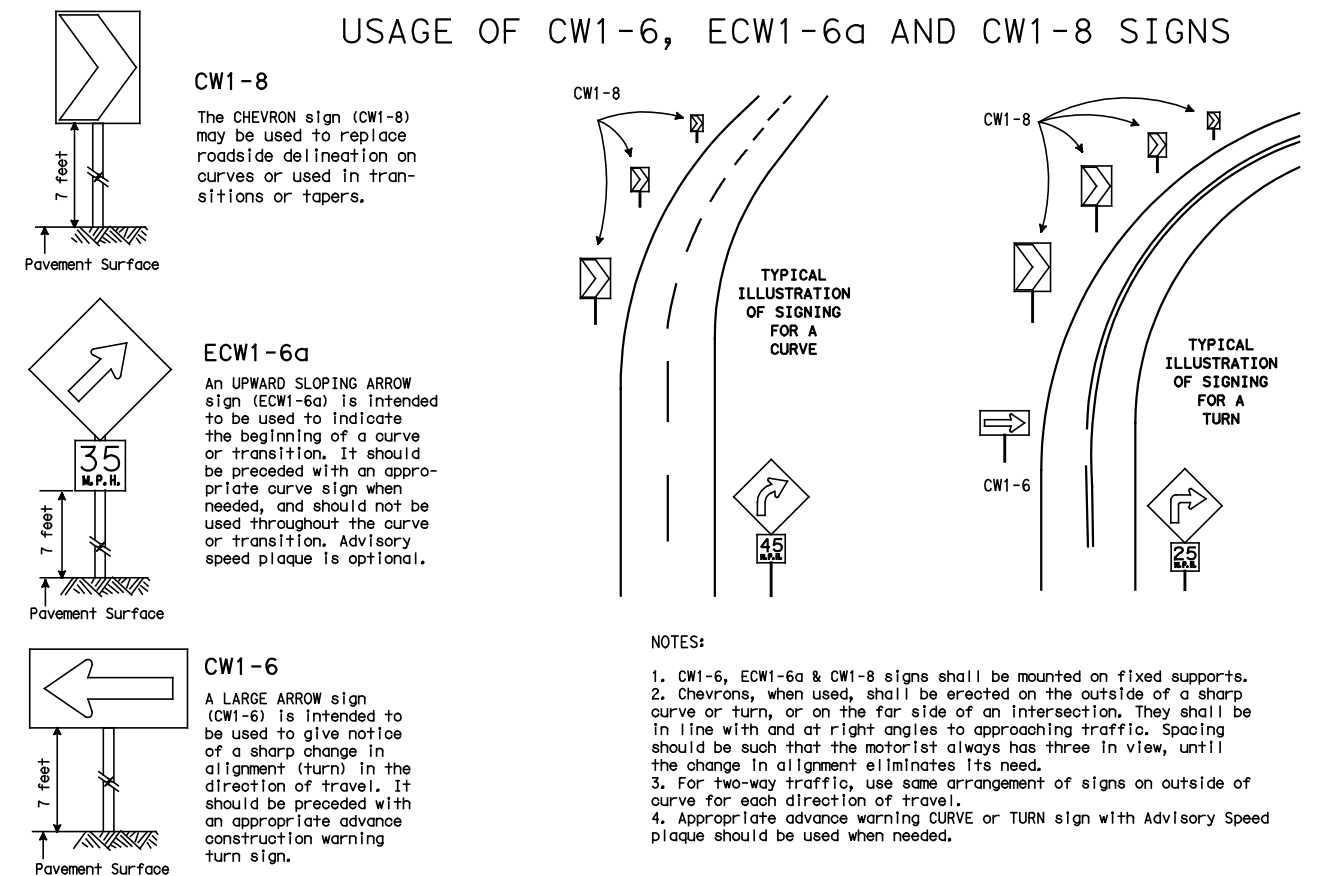


### MULTI-DIRECTIONAL BARRICADE



- Multi-directional barricade shall not be used for lane closures.
- May be used for sharp changes in alignment, or across roadway from stem of "T" Intersection.
- Typically used for Intermediate Term Stationary, Short Term Stationary or Short Duration work zone operations.
- See the CWZTCD List for approved designs.

### USAGE OF CW1-6, ECW1-6a AND CW1-8 SIGNS



Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.

PREQUALIFICATION PROCEDURES ARE OBTAINED FROM:  
 CONSTRUCTION DIVISION-MATERIALS AND TESTS SECTION  
 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)  
 125 EAST 11th STREET  
 AUSTIN, TX 78701-2483

DEPARTMENTAL MATERIAL SPECIFICATIONS

FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULER GLARE SCREENS	DMS-8610

COLOR	USAGE	SIGN SHEETING
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

REFER TO THE BC SHEETS FOR SHEETING REQUIREMENT ON CHANNELIZING DEVICES.

The five categories of work duration and their time at a location shall be:

- Long-term stationary is work that occupies a location more than 3 days.
- Intermediate-term stationary is work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.
- Short-term stationary is daytime work that occupies a location for more than 1 hour, but less than 12 hours.
- Short duration is work that occupies a location up to 1 hour.
- Mobile is work that moves intermittently or continuously.



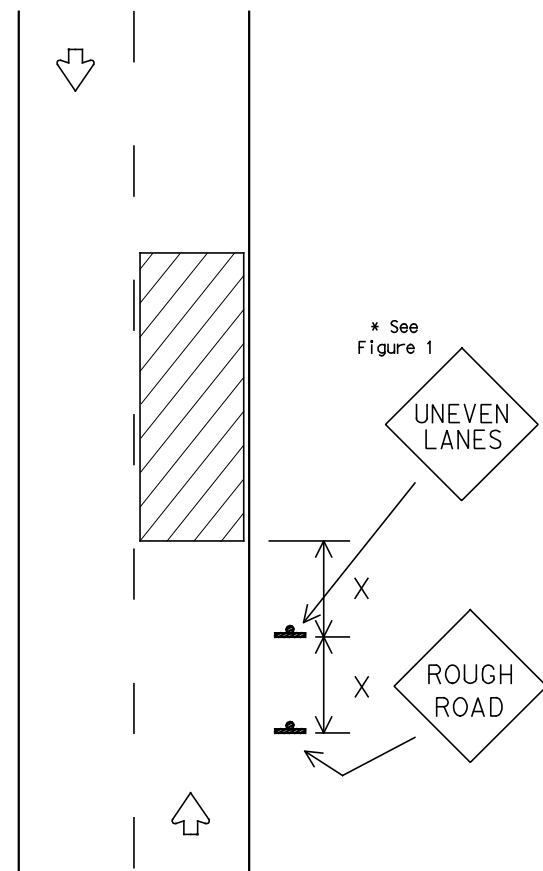
## TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ (TD) -03

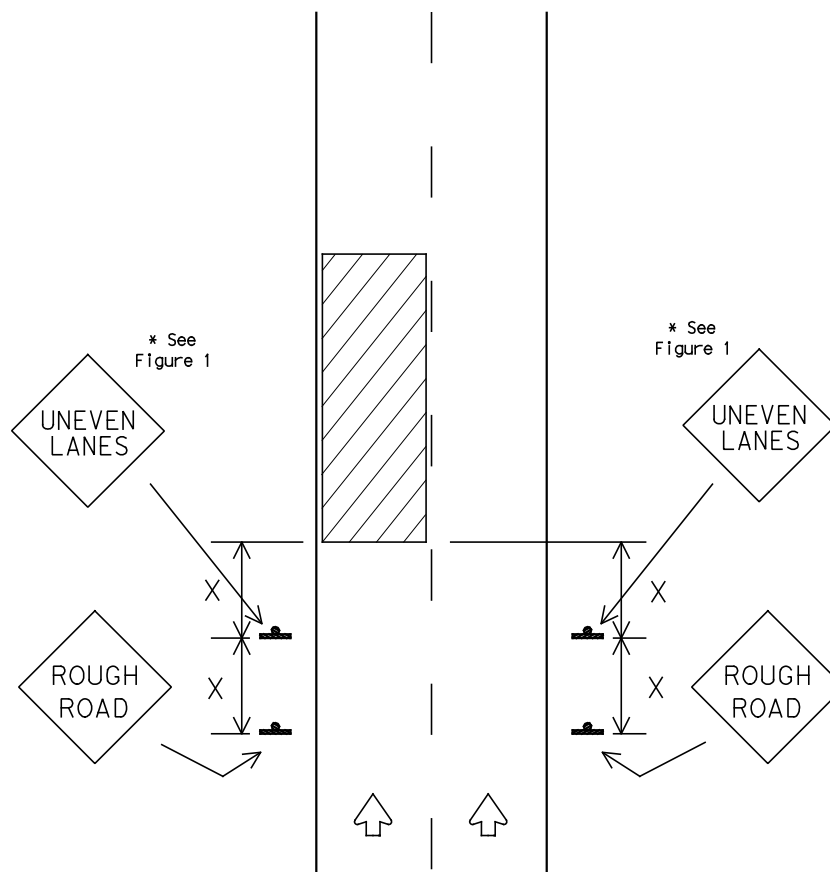
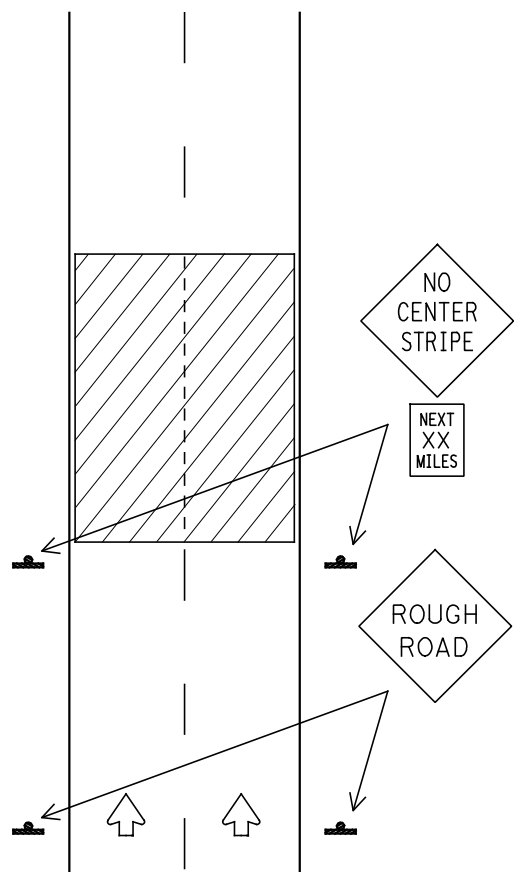
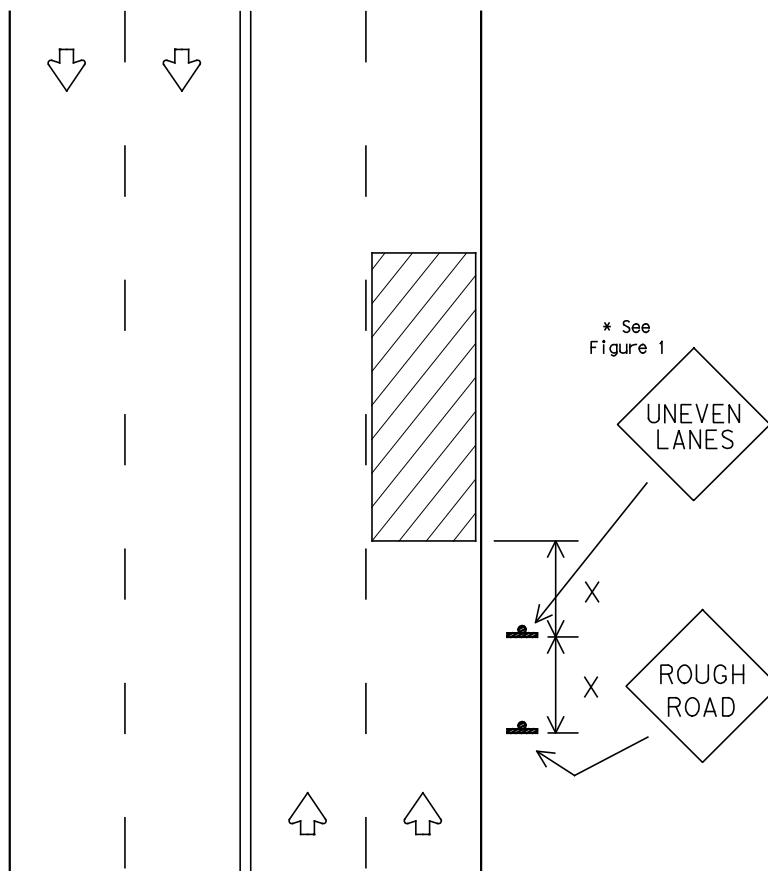
© TxDOT February 1998	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
4-98	REVISIONS	CONT	SECT	JOB
3-03		3C	1080	103
		DIST	COUNTY	SHEET NO.
		PHR	HIDALGO	38

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Signing shown for one direction.



DEPARTMENTAL MATERIAL SPECIFICATIONS		
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
PREFABRICATED PAVEMENT MARKINGS-PERMANENT		DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE		DMS-8241
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE DECAL SHEETING

GENERAL NOTES:

1. If spalling or holes occur, ROUGH ROAD signs should be placed in advance of the condition and may be repeated throughout the project.
2. UNEVEN LANES sign (CW8-11) should be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES sign (CW21-16) or Advisory Speed sign (CW13-1).
3. NO CENTER STRIPE signs (CW8-12) should be installed if centerlines or lane lines are obscured or obliterated. The signs should remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. When operations are completed and final surface treatment will not be applied as part of this project, advance signs shall be left in place and become the property of the State. These signs shall be installed on approved permanent sign supports as per TxDOT standards. Additional signs may be required as directed by the Engineer. Minimum mounting height of signs is 7 feet. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to the item "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Pavement markings shall be replaced as operations proceed.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

FIGURE 1		
Edge Condition	Edge Height (D)	Warning Devices
	less than or equal to 1"	Signs: ECW8-8
	greater than 1" to: 1/4" (maximum-planing) 1/2" (typical-overlay)	Signs: CW8-11, ECW8-8
Distance "D" may be a maximum of 1/4" for planing operations and 2" for overlay operations if uneven lanes are open to traffic after work operations cease.		

"X" distance - See Note 4 on this page.



SIGNING FOR UNEVEN LANES

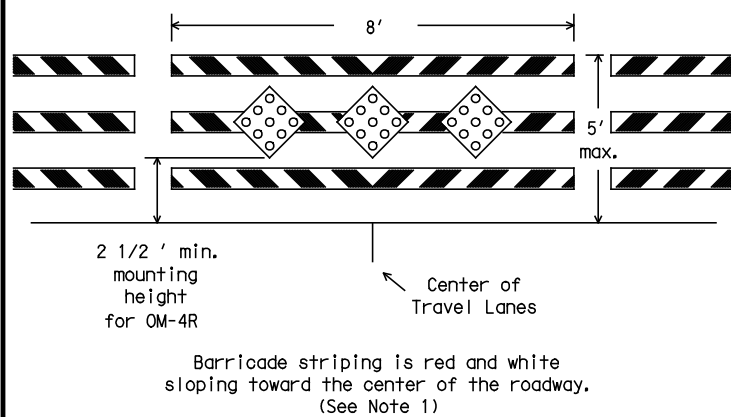
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REVISIONS		CONT	SECT	JOB	HIGHWAY
8-95		3C	1080	103	BERNAL
1-97		DIST	COUNTY		SHEET NO.
2-98		PHR	HIDALGO		39
3-03					

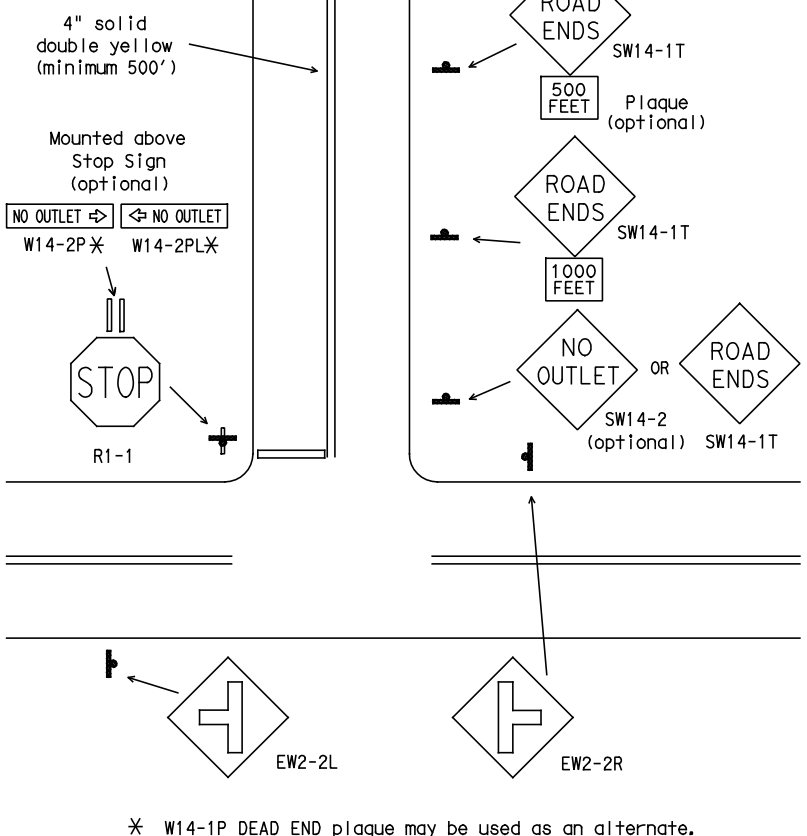
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TYPICAL DEAD END BARRICADE INSTALLATION

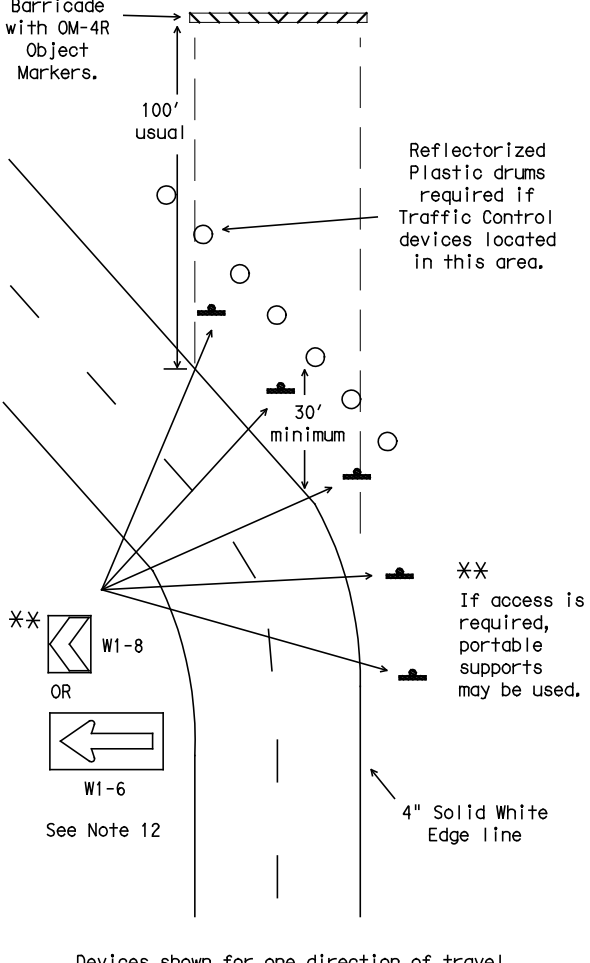


Type III Dead End Barricade with OM-4R Object Markers.



\* W14-1P DEAD END plaque may be used as an alternate.

Type III Dead End Barricade with OM-4R Object Markers.



Devices shown for one direction of travel

DEPARTMENTAL MATERIAL SPECIFICATIONS		
COLOR	USAGE	SHEETING MATERIAL
RED	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
YELLOW	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
WINGED CHANNEL POSTS		DMS-7130
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320
DELINEATORS AND OBJECT MARKERS		DMS-8600

- GENERAL NOTES:
- Barricade striping shall be red and white reflective sheeting for all permanent road closures. Orange and white reflective sheeting may be substituted for locations where duration of road closure is expected to be 18 months or less, or when approved by the Engineer. Red and orange reflective sheeting shall not be combined on barricades or locations.
  - Barricades shall be designed and constructed to Compliant Work Zone Traffic Control Device List (CWZTCD) standards in a first-class workmanship manner of clean sound material. Components made of lumber shall be painted with a minimum of two coats of white paint to ensure thorough coverage and a uniform white color. Barricade striping material shall meet the color and retroreflective requirements of Departmental Material Specification DMS-8300, Type C.
  - Post type breakaway supports shall be used as barricade supports. Barricades may be fabricated with "skid" supports if approved by the Engineer. Skid supports should be anchored using sand bags to prevent movement. For construction details of post (fixed Type III barricades) see CWZTCD list Part D.2.f. The dead end road barricades may also be anchored to the pavement using the bolt down median anchor manufactured by Universal Anchor System shown on SMD (FRP). The barricades shall be built using FRP posts and approved rails as shown on the CWZTCD List.
  - Barricades shall not be placed parallel to traffic unless a minimum adequate clear zone of 30 feet from edge of travel lane is provided.
  - A minimum of one 8-foot wide barricade and three OM-4R object markers shall be required for all locations. Barricades shall extend across all travel lanes and shoulders if shoulders are present. Barricades may be extended to the ROW as directed by Engineer.
  - Stockpiled materials shall not be placed on traffic side of barricades.
  - OM-4 object markers shall be mounted to the middle rail using two 1/2" through bolts with flat washers and lock washers.
  - OM-4 object markers shall be constructed of 0.063 aluminum and shall meet the color and reflective requirements of DMS-8300 Type C and DMS-8600.
  - Plastic drums shall meet the requirements as listed on the CWZTCD list or the BC Standards. Plastic drums may be anchored with adhesive to prevent movement.
  - All signs and chevrons shall be installed with hardware and support at the minimum mounting height in accordance with the SMD and BC Standards. Signs shall be mounted at a 7 foot minimum height. Signs shall not be attached to barricades.
  - Motorists should be able to see at least three chevron signs as they approach the curve and as they drive through the curve from either direction.
  - Delineation devices such as the chevron or large arrow signs shall only be placed on the outside portion of a curve.

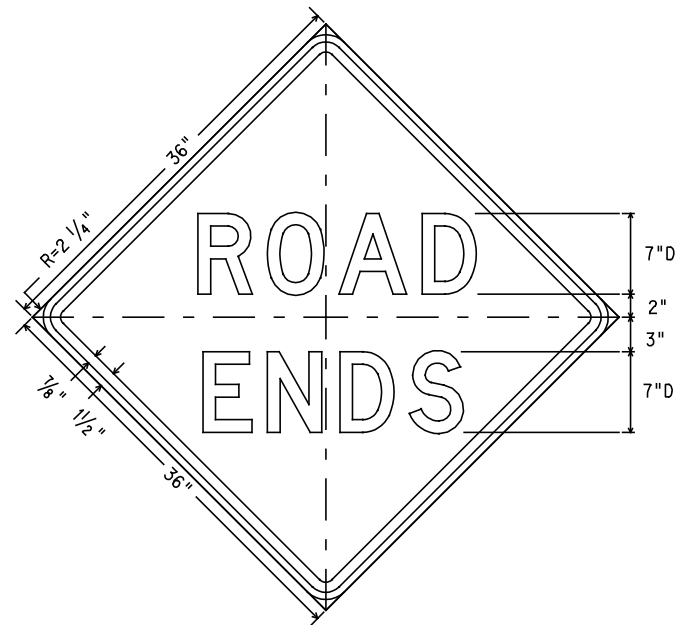
- GENERAL NOTE FOR SIGNS:
- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" (TMUTCD), latest edition, and any approved changes thereto.
  - Lateral spacing of text shall provide a balanced appearance.
  - All materials shall conform to Departmental Material Specifications.
  - Legend shall be black and applied by screening process, cut-out vinyl non-reflective sheeting or combination thereof.
  - Sign blanks shall be any material that meets the DMS requirements for permanent sign substrates.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.



SW14-1T  
 36" X 36"  
 Letters - Black  
 Border - Black  
 Background - Yellow Refl.

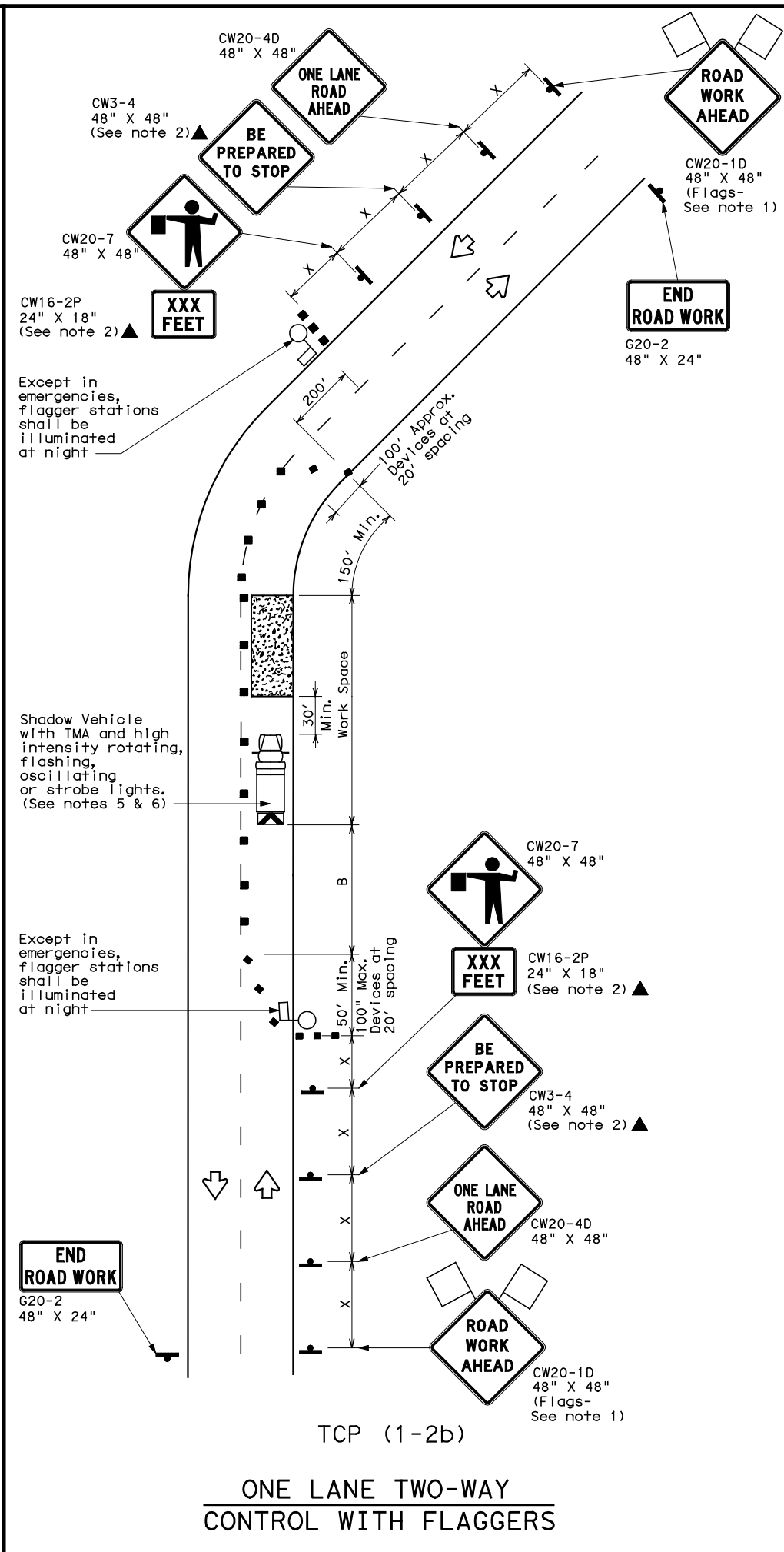
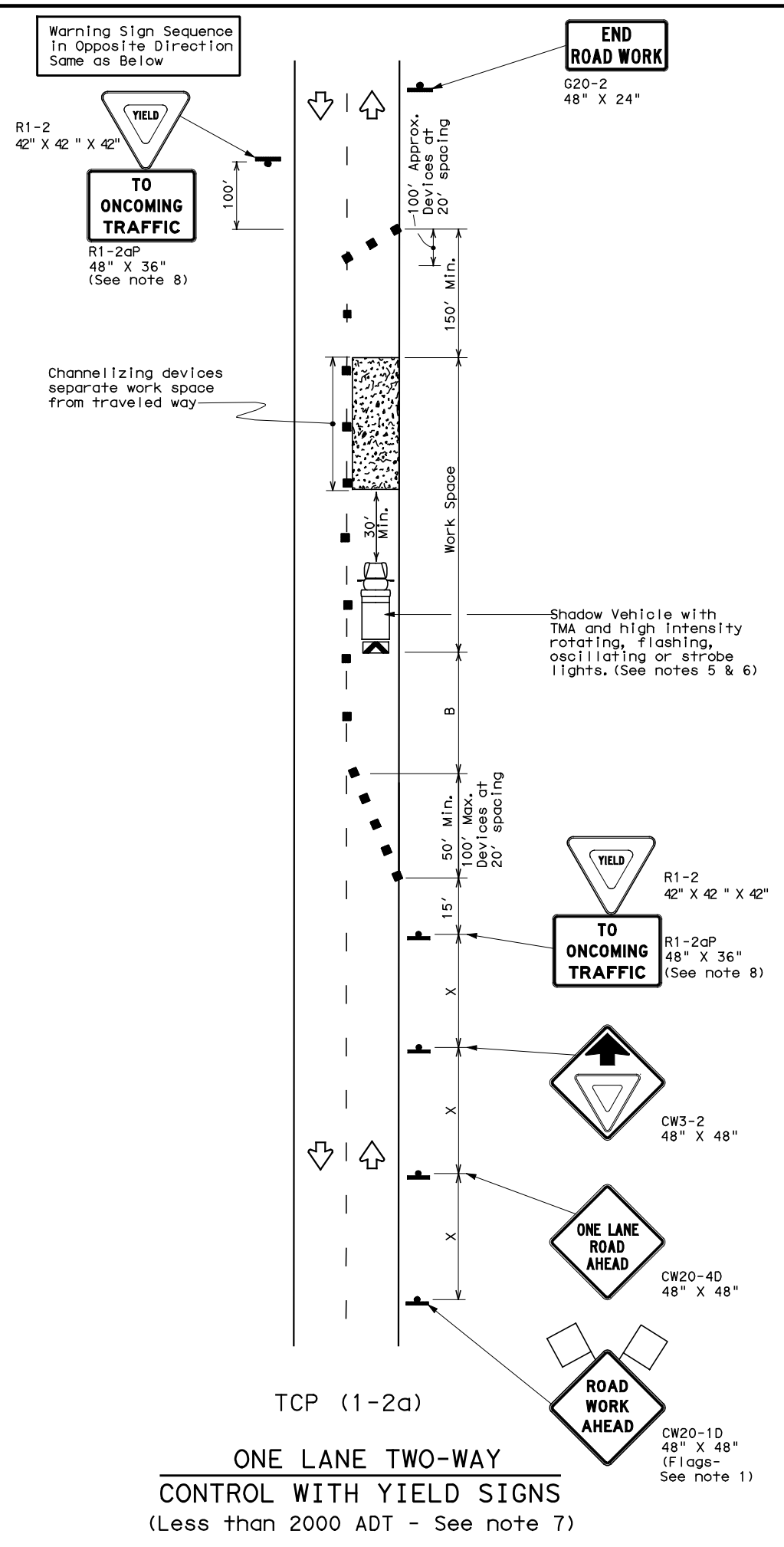
Texas Department of Transportation  
 Traffic Operations Division

WORK ZONE  
 DEAD END  
 ROADWAY DETAILS

WZ (DERD) -03

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1-97	REVISIONS	CONT	SECT	JOB	HIGHWAY
2-98		3C	1080	103	BERNAL
4-98		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		40

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LEGEND									
	Type 3 Barricade		Channelizing Devices						
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)						
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)						
	Sign		Traffic Flow						
	Flag		Flagger						

Posted Speed * X	Formula L = WS <sup>2</sup> / 60	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30		150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
  - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
  - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
  - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
 Traffic Operations Division

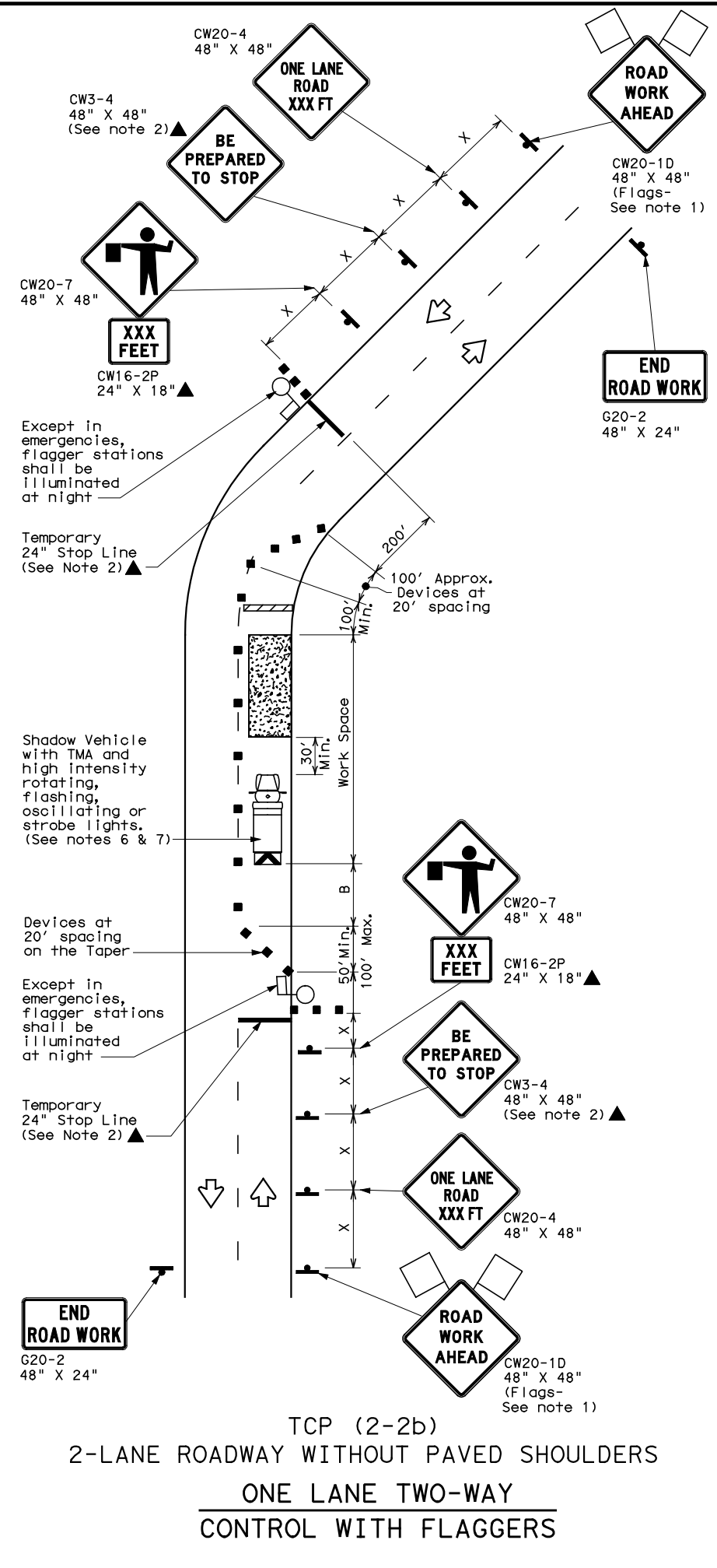
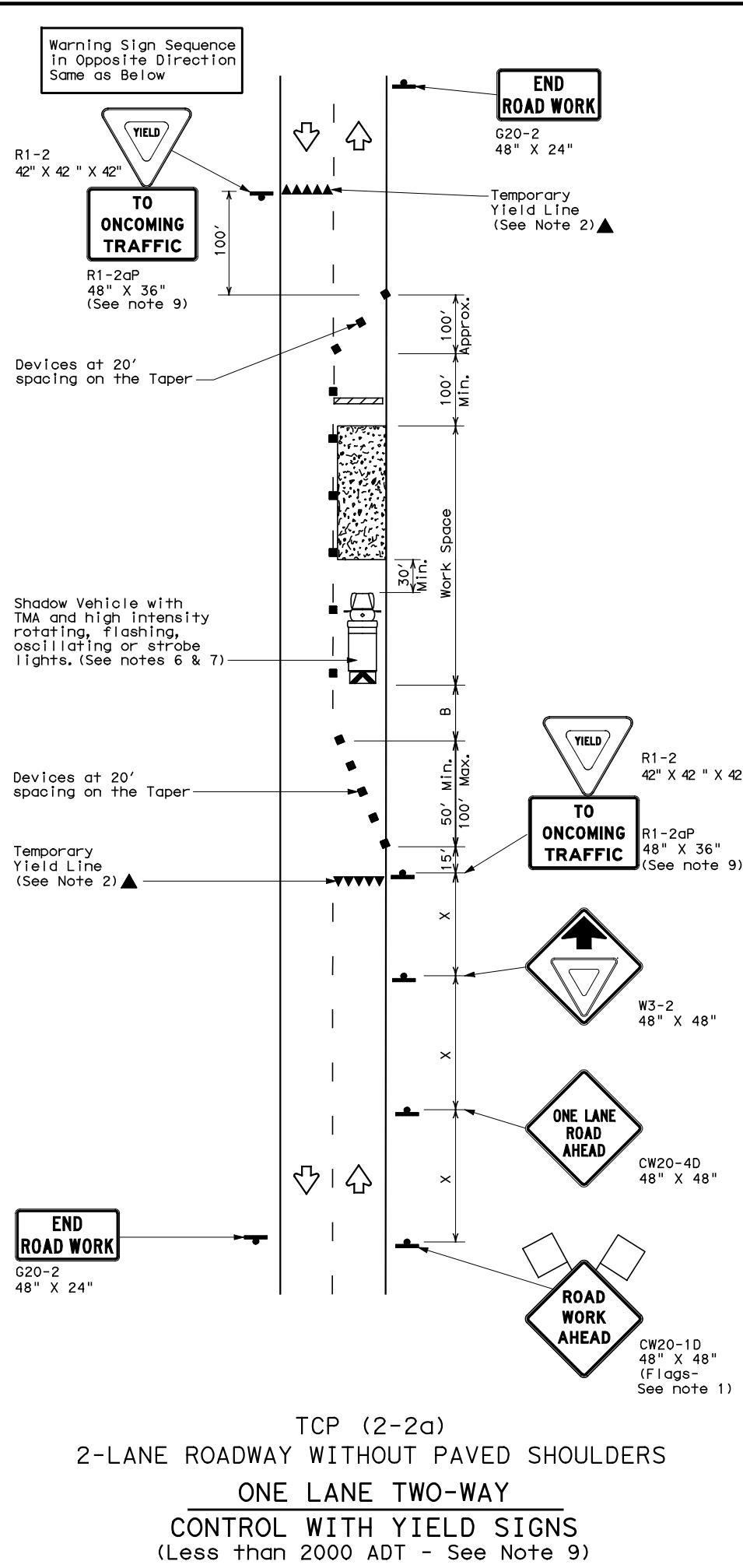
**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

TCP (1-2) -12

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4-90	2-12	3C	080	103	BERNAL
2-94		DIST	COUNTY		SHEET NO.
1-97		PHR	HIDALGO		41
4-98					

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**LEGEND**

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	575'
65		650'	715'	780'	65'	130'	700'	410'	645'
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75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

**TYPICAL USAGE**

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	✓	

- GENERAL NOTES**
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
  - Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)**
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
  - The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.
- TCP (2-2b)**
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

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 Traffic Operations Division

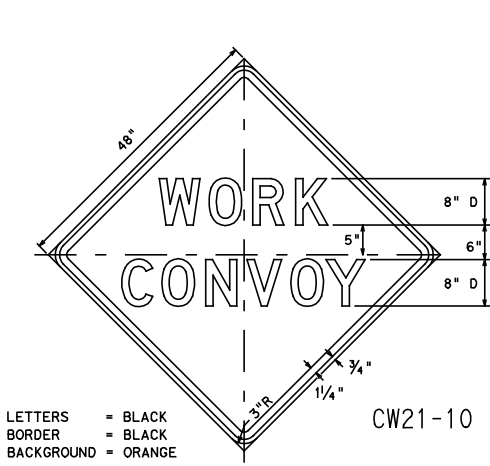
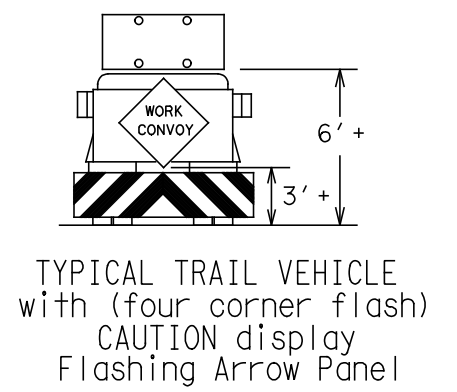
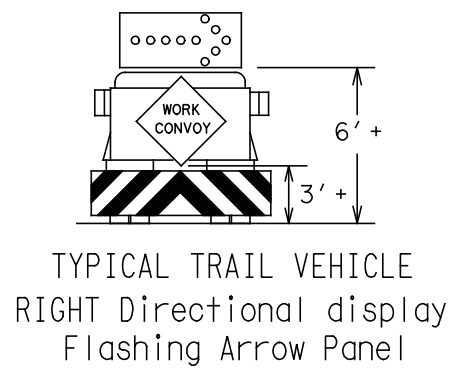
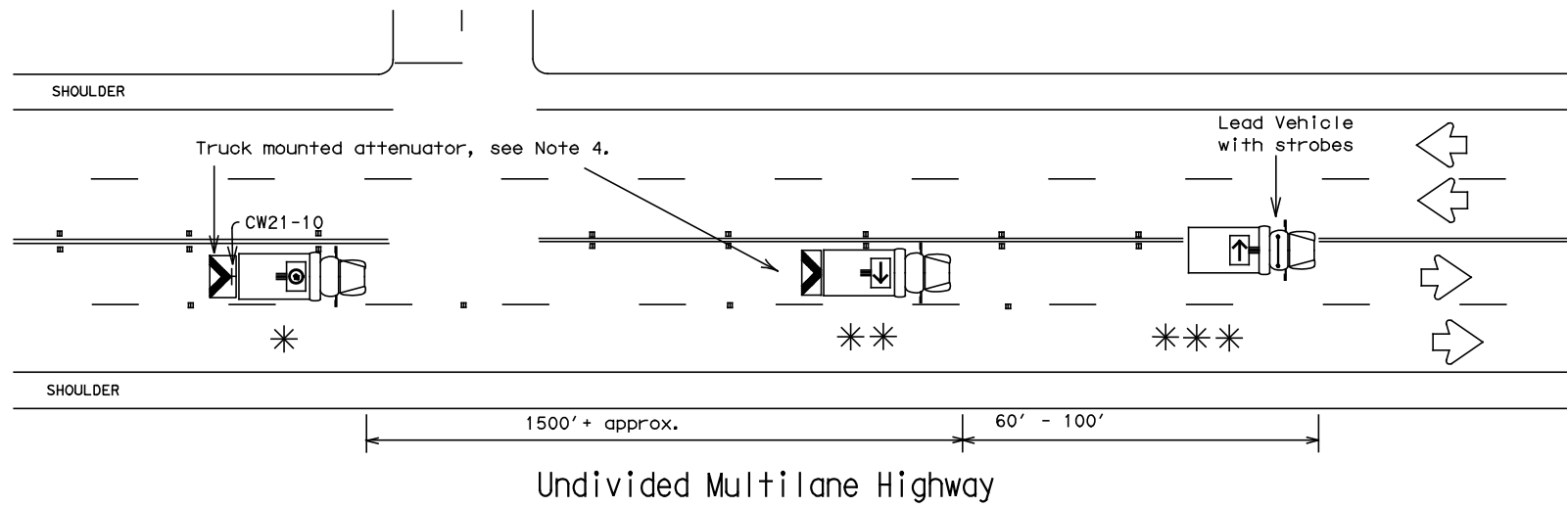
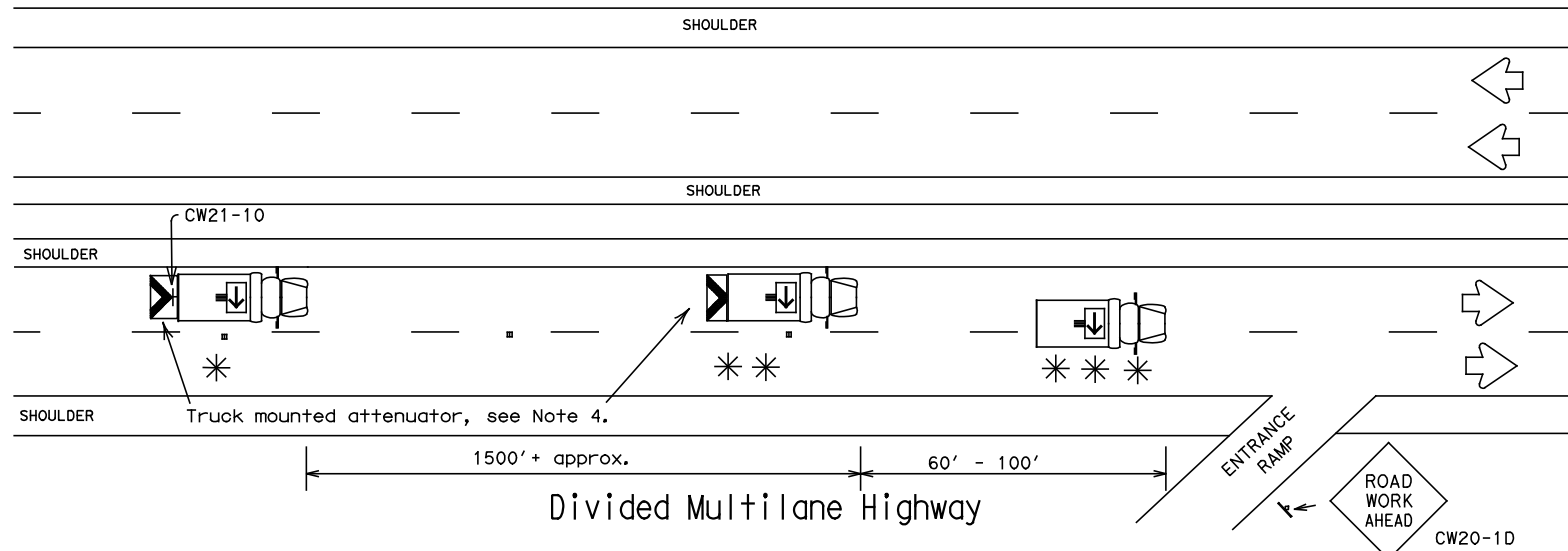
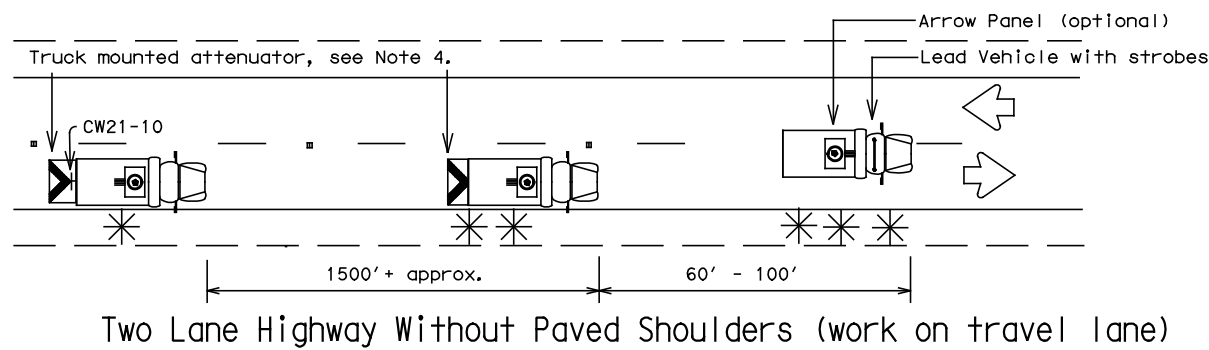
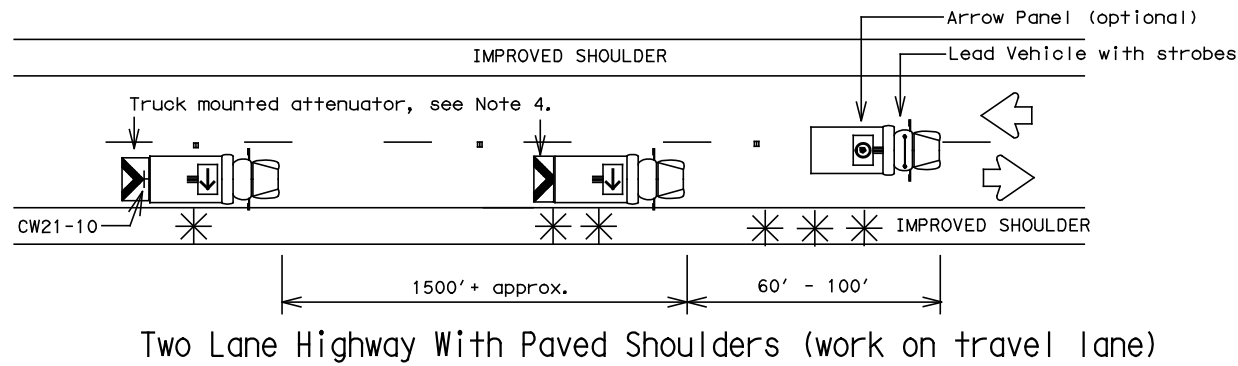
**TRAFFIC CONTROL PLAN**  
**ONE-LANE TWO-WAY**  
**TRAFFIC CONTROL**

**TCP (2-2) -12**

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8-95	2-12	3C	1080	103	BERNAL
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		42
3-03					

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- Legend:**
- \* TRAIL VEHICLE
  - \*\* SHADOW VEHICLE
  - \*\*\* WORK VEHICLE
  - Truck mounted attenuator
  - HEAVY WORK VEHICLE
- Arrow Panel Displays**
- RIGHT Directional
  - LEFT Directional
  - RIGHT or LEFT Directional
  - CAUTION mode

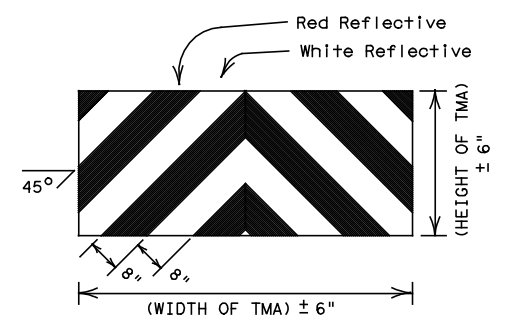
**GENERAL NOTES:**

1. TRAIL, SHADOW, LEAD, and work vehicles shall be equipped with arrow panels as illustrated. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
3. The use of yellow rotating beacons or strobe lights on vehicles are required unless otherwise stated elsewhere in the plans.
4. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and the TRAIL VEHICLE are required.
5. Optional striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION D-9-8300, TYPE C.
6. Flashing Arrow Panels shall be Type B or Type C as per BC Standards. The panel operation shall be controlled from inside the vehicle.
7. Each vehicle shall have two-way radio communication capability.
8. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
9. Vehicle spacing between TRAIL VEHICLE and SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

Shadow and trail vehicle shall be equipped with Truck Mounted Attenuator.



**OPTIONAL STRIPING FOR TMA**

STRIPING FOR TMA WILL BE REQUIRED ON ALL PROJECTS AWARDED AFTER JANUARY 1, 2000

Texas Department of Transportation  
 Traffic Operations Division

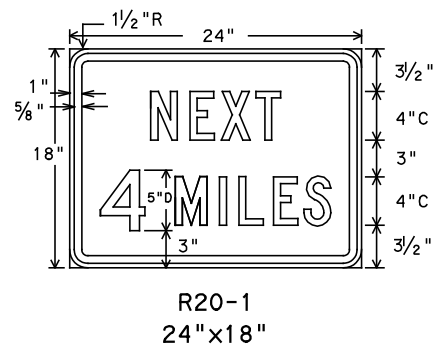
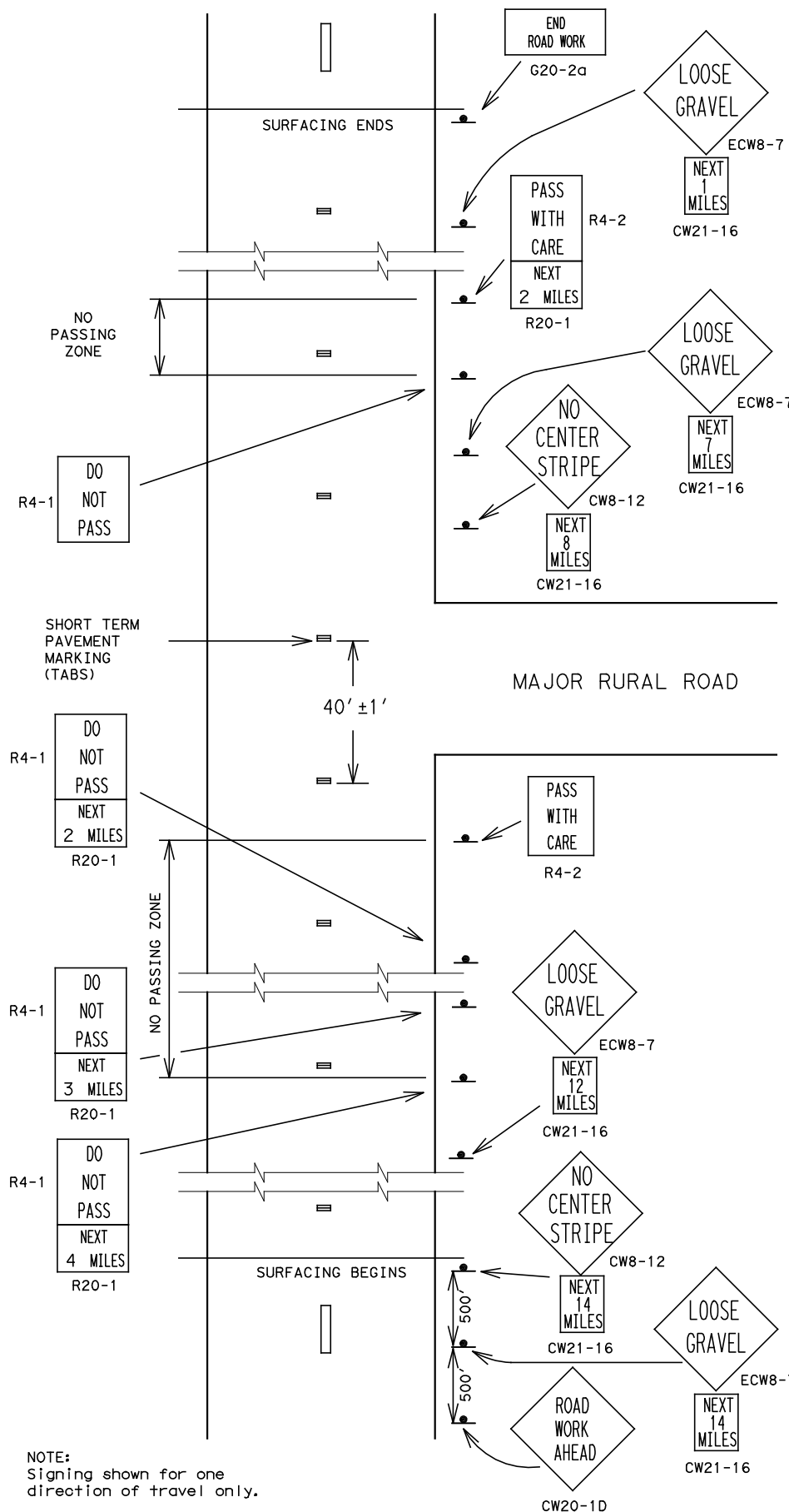
**TRAFFIC CONTROL PLAN  
 MOBILE OPERATIONS  
 RAISED PAVEMENT  
 MARKER INSTALLATION**

**TCP (3-3) -98**

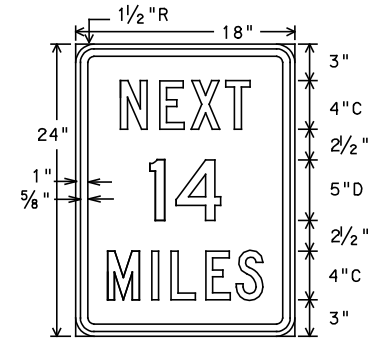
© TxDOT September 1987		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-94		3C	1080	103	BERNAL
8-95					
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		43

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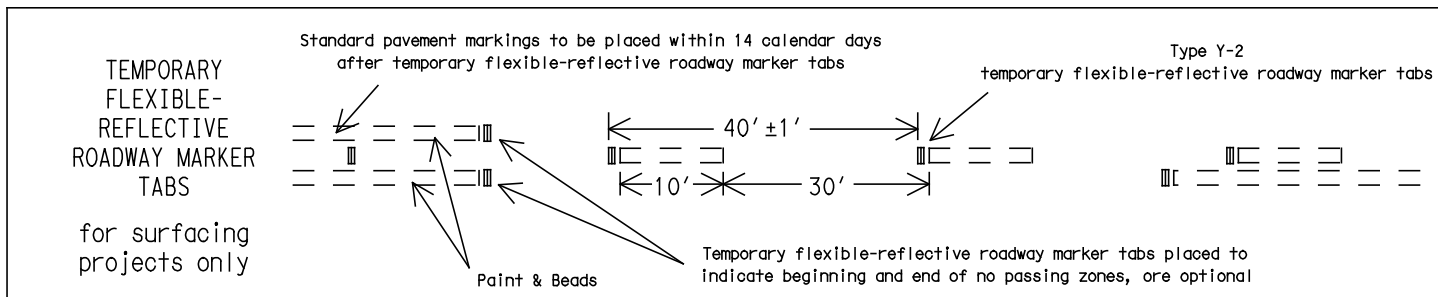
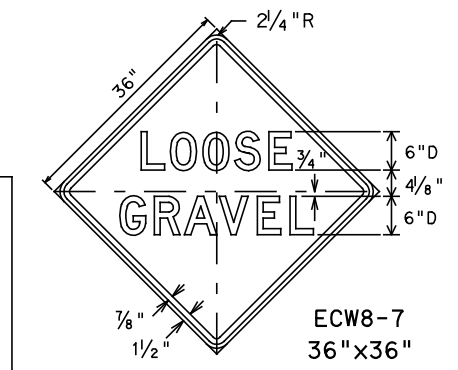
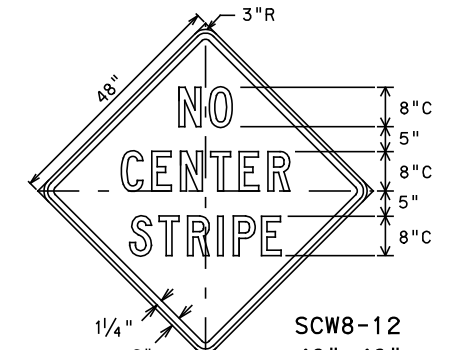
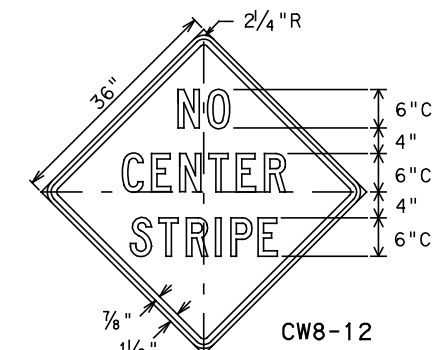
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**FOR USE WITH REGULATORY SIGNS ONLY**



**FOR USE WITH CONSTRUCTION WARNING SIGNS ONLY**



**GENERAL NOTES**

The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where the surfacing operation has covered or obliterated existing pavement markings. These traffic control devices are to be used to supplement those required by BC Standards.

**"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES**

Prior to the beginning of construction, all currently striped no-passing zones should be signed with the DO NOT PASS sign (R4-1) and PASS WITH CARE sign (R4-2) placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined and signed as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES sign (R20-1) may be used at the beginning of such zones. The DO NOT PASS and NEXT XX MILES signs should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of a no-passing zone may be signed with a PASS WITH CARE and NEXT XX MILES sign.

Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshields and lights. The DO NOT PASS and NEXT XX MILES sign should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, care must be taken to place DO NOT PASS and PASS WITH CARE signs in order to sign the beginning and end of the no-passing zones in the area where the surfacing operation has stopped for the day.

R4-1 and R4-2 signs should be mounted on fixed supports as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

**"NO CENTER STRIPE" SIGN (CW21-15)**

At the time construction activity obliterates the existing centerline (low volume roads may not have an existing centerline), a NO CENTER STRIPE sign (CW8-12) should be erected at each end of the work area and just beyond major rural intersections and other location deemed necessary by the Engineer. Where possible, the signs erected at each end of the work area should be located in such a manner that drivers can read the sign and immediately see the change to no centerline. The NO CENTER STRIPE sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The NO CENTER STRIPE sign should be erected as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

**"LOOSE GRAVEL" SIGN (ECW8-7)**

When construction begins, a LOOSE GRAVEL sign (ECW8-7) should be erected at each end of the work area and repeated at intervals of approximately two (2) miles in rural areas and closer in urban areas. The LOOSE GRAVEL sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The LOOSE GRAVEL sign should be erected as detailed on BC Standards. They should remain in place until the loose gravel condition no longer exists.

**PAVEMENT MARKINGS**

Short term pavement markings for surfacing projects shall use Temporary Flexible-reflective Roadway Marker Tabs. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept the cover over the reflective strip shall be removed. Tabs shall NOT be used to simulate edge lines.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

**Standards Engineer**  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

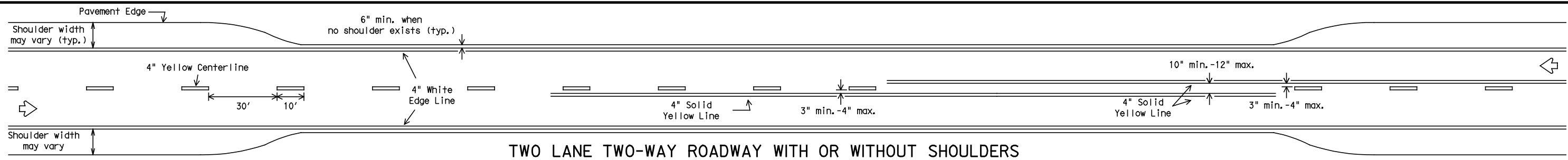
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MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓



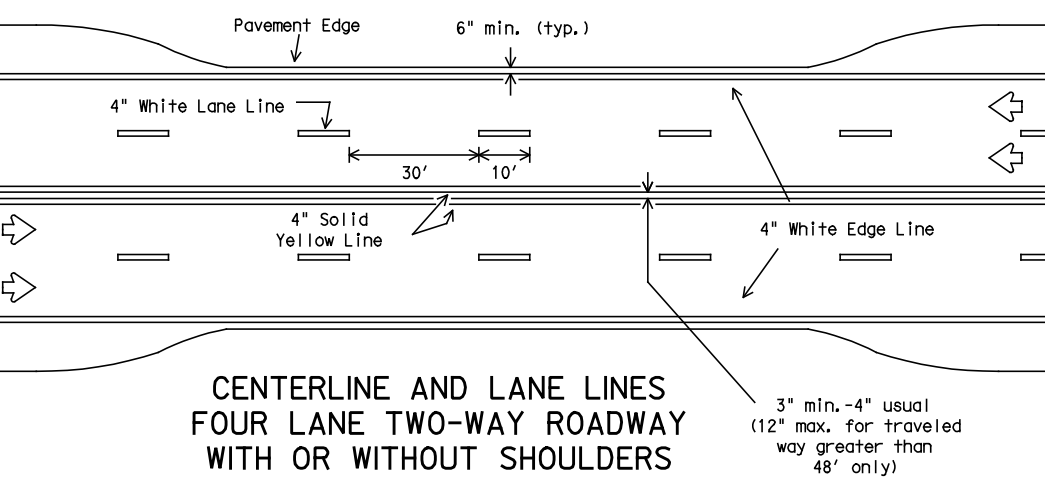
**TRAFFIC CONTROL DETAILS**  
 for  
**SURFACING OPERATIONS**  
 TCP (7-1) - 98

© TxDOT March 1991		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
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1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		44

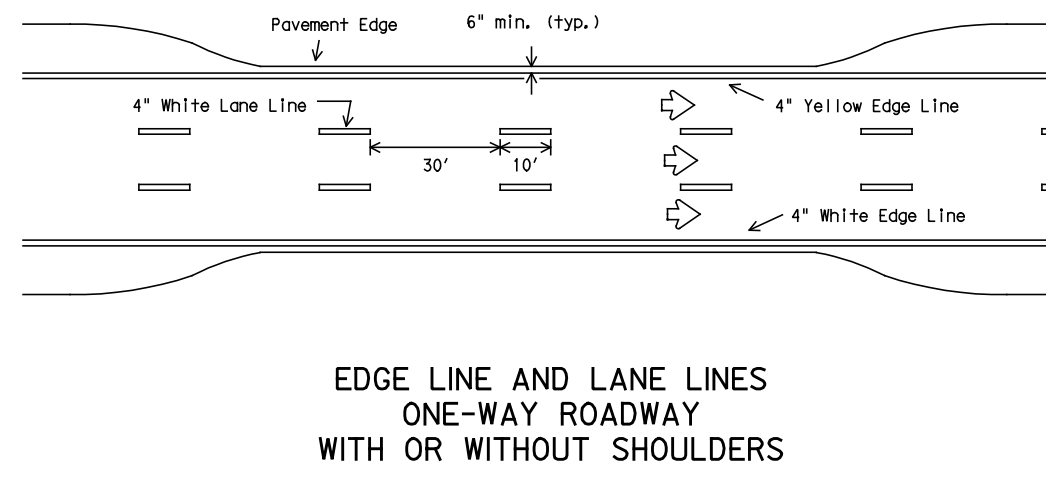
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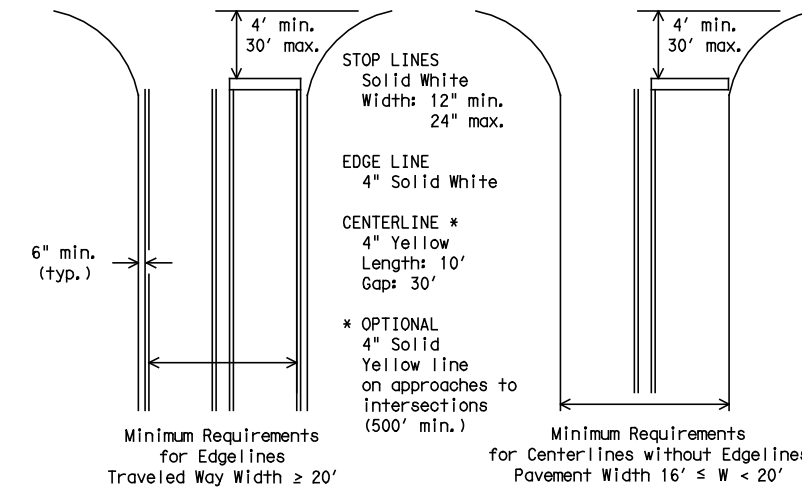
**TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**



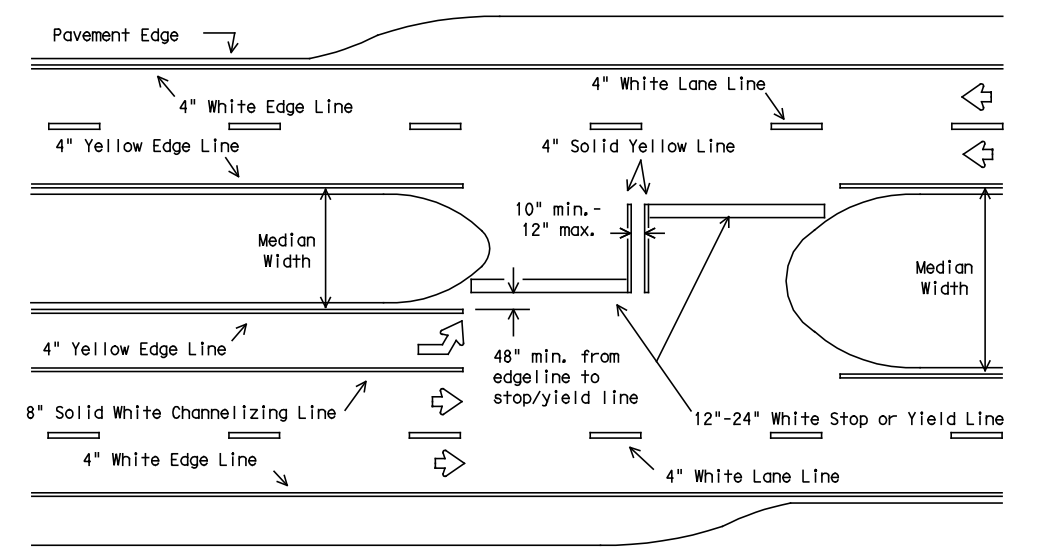
**CENTERLINE AND LANE LINES  
FOUR LANE TWO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**



**EDGE LINE AND LANE LINES  
ONE-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**

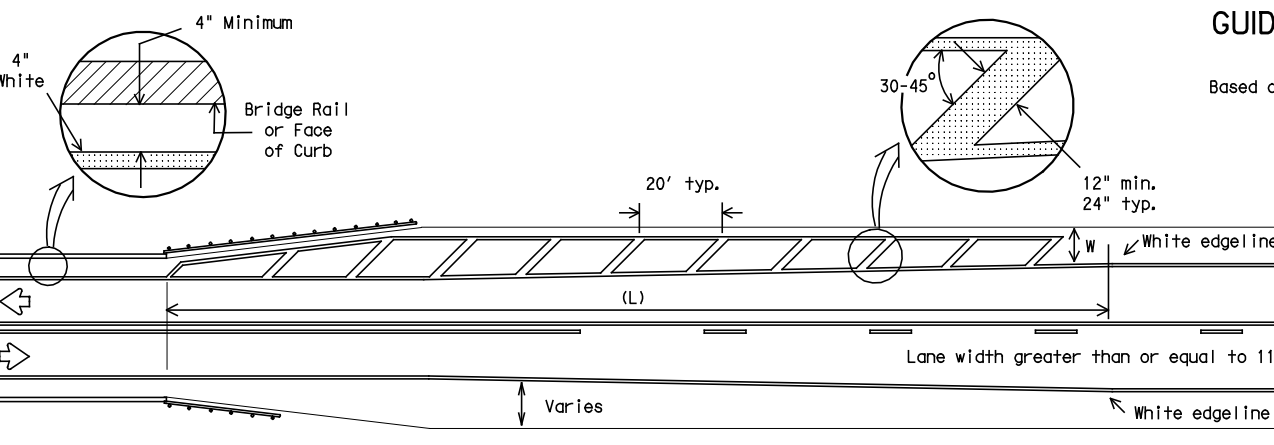


**GUIDE FOR PLACEMENT OF STOP LINES,  
EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

**FOUR LANE DIVIDED ROADWAY INTERSECTIONS**



- NOTES:**
- No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
  - For crosshatching length (L) see Table 1.
  - The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
  - The crosshatching is not required if delineators or barrier reflectors are used along the structure.
  - For guard fence details, refer elsewhere in the plans.

**ROADWAYS WITH REDUCED SHOULDER  
WIDTHS ACROSS BRIDGE OR CULVERT**

**TABLE 1 - TYPICAL LENGTH (L)**

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

\* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.  
 L=Length of Crosshatching (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

**EXAMPLES:**

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:  
 $L = 8 \times 70 = 560$  ft.

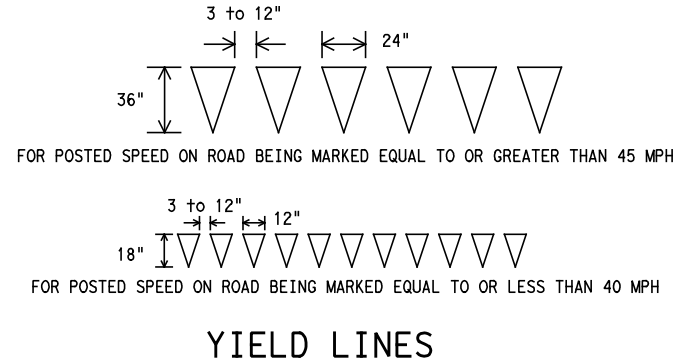
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:  
 $L = 4(40)^2 / 60 = 106.67$  ft. rounded to 110 ft.

**GENERAL NOTES**

- Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**YIELD LINES**

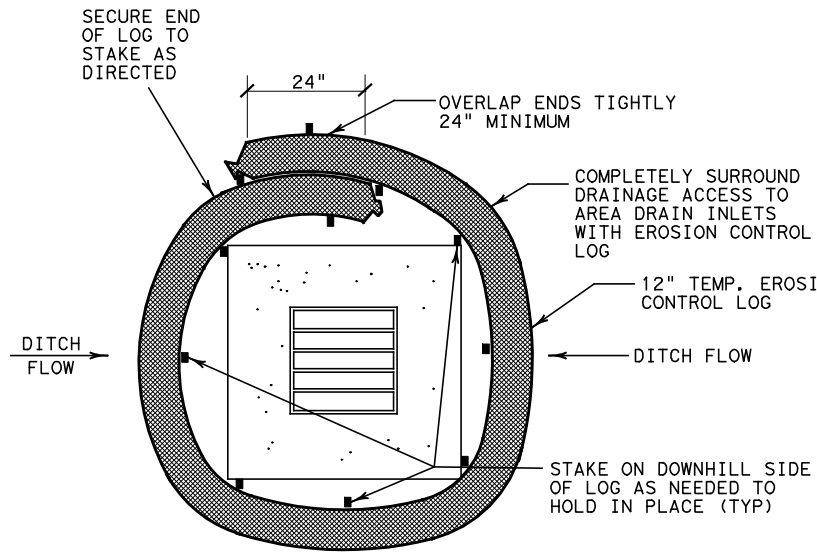
Texas Department of Transportation  
Traffic Operations Division

**TYPICAL STANDARD  
PAVEMENT MARKINGS**

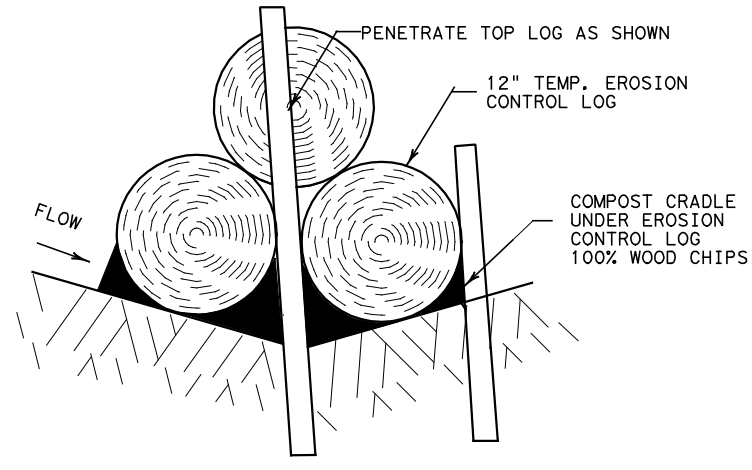
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8-00	PHR	HIDALGO		45
3-03				

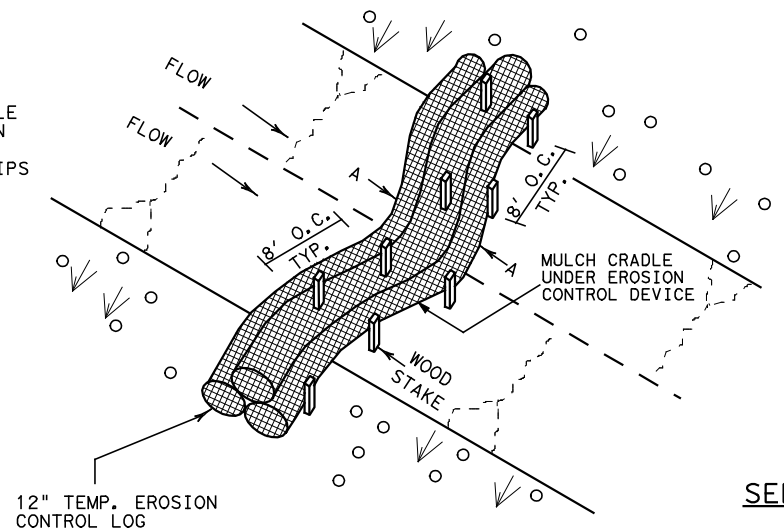
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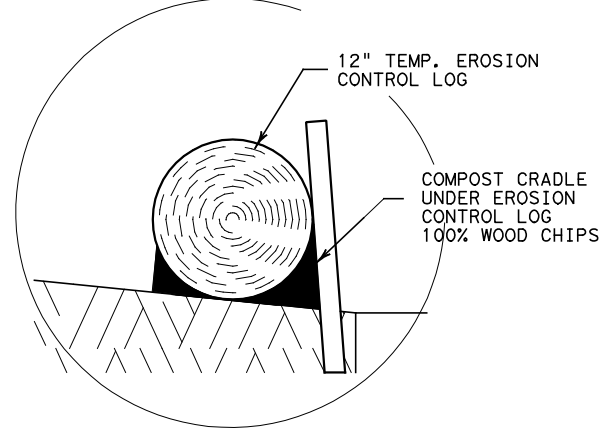
**DROP INLET SEDIMENT TRAP**  
DI-ST  
NTS



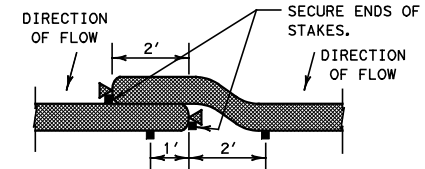
**DITCH LINE SEDIMENT TRAP A-A**  
DL-ST



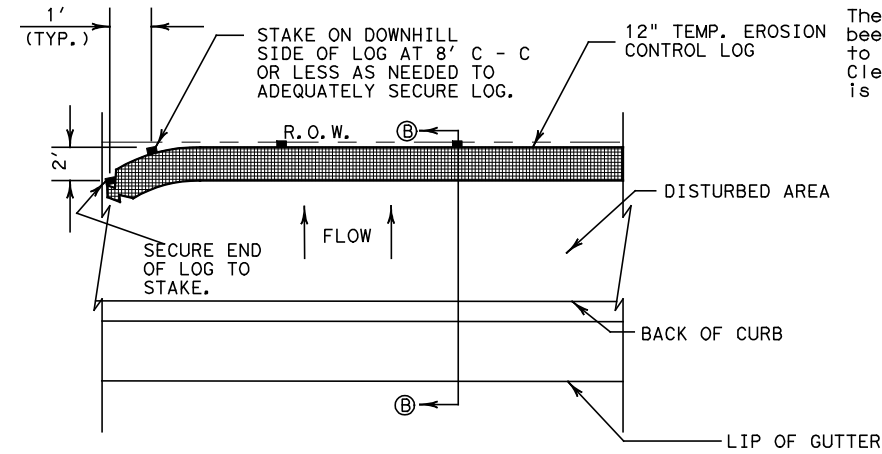
**DITCH LINE SEDIMENT TRAP**  
DL-ST



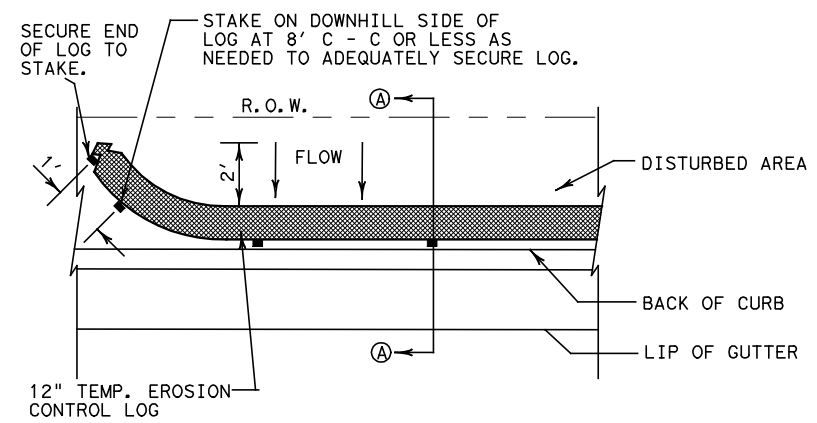
**COMPOST CRADLE**



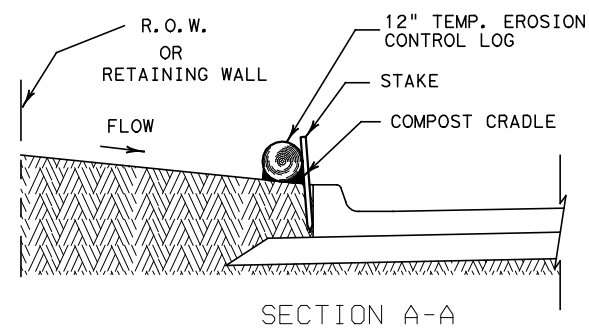
**LAP DETAIL**  
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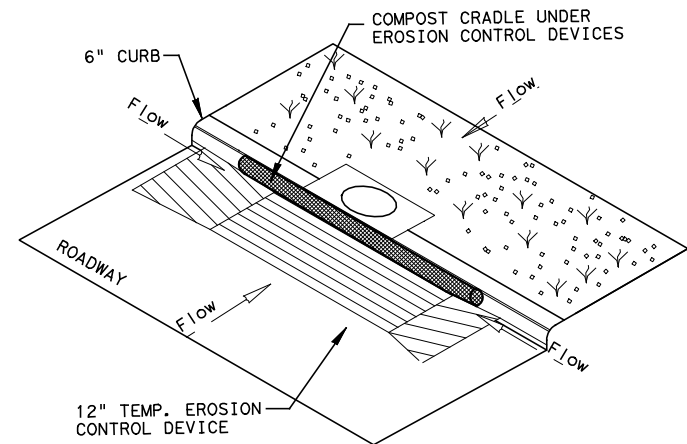
**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST  
NTS



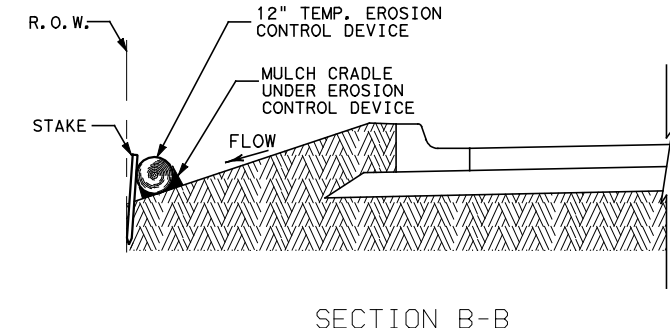
**BACK OF CURB INLET SEDIMENT TRAP**  
BOCI-ST  
NTS



**BACK OF CURB INLET SEDIMENT TRAP**  
BOCI-ST  
NTS



**CURB INLET SEDIMENT TRAP**  
CI-ST  
NTS



**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST  
NTS

**PLANS SHEET LEGEND**

- DI-ST DROP INLET SEDIMENT TRAP
- DL-ST DITCH LINE SEDIMENT TRAP
- BOCI-ST BACK OF CURB INLET SEDIMENT TRAP
- ROW-ST RIGHT OF WAY SEDIMENT TRAP
- CI-ST CURB INLET SEDIMENT TRAP

**SEDIMENT BASIN & TRAP USAGE GUIDELINES**

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

**Traps:** the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2 or the sediment has accumulated to a depth of 1', whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

**GENERAL NOTES**

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

PHARR DISTRICT STANDARD



**TEMPORARY EROSION CONTROL LOGS  
TECL-06 (PHR)**

FED. RD. DIV. NO. 6	PROJECT NO.		HIGHWAY NO. VAR
STATE TEXAS	DISTRICT PHR	COUNTY HIDALGO	SHEET NO. 46
CONTROL 2C	SECTION 1080	JOB 244	

LEVELS DISPLAYED:  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

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# HIDALGO COUNTY

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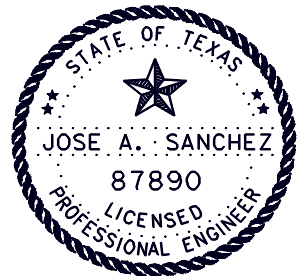
## BID PROPOSAL FOR

### CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISSALLO SUBDIVISION”

IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1



Prepared by:



**TEDSI**  
TBPE Firm No. 1640

**TEDSI INFRASTRUCTURE GROUP**

**Consulting Engineers**

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

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**NORTH CAPISALLO SUBDIVISION**

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- 2) [Hidalgo County Legal Notice](#)
- 3) [Bidder Acknowledgement](#)
- 4) [Information for Bidders](#)
- 5) [Bid Form](#)
- 6) Bid Bond
- 7) [Draft Contract](#)
- 8) [Non Collusion](#)
- 9) Payment Bond
- 10) Performance Bond
  
- 11) **Exhibit C**
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- 12) [General Conditions of the Agreement](#)
- 13) [Title 29 Labor](#)
- 14) [Standard General Condition of Construction Contract](#)
- 15) [Supplemental General Condition](#)
  
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  - c. [Government Specifications & Special Provisions](#)
  
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  - c. [Bidder/Vendor Application](#)
  - d. [Conflict of Interest Memo](#)
  - e. [Conflict of Interest Form](#)
  - f. [Sales Tax and Local Sales Tax Certificate](#)
  
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  - a. [Government code Ch 2258](#)
  - b. [Prevailing Wage Rate](#)
  - c. [Davis Bacon](#)
  
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- g.** [Colonia Testing Requirement](#)
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- i.** [Partial Release of Lien](#)
- j.** [Contractor's Affidavit of Payment of Debts and Claims](#)
- k.** [Prevailing Wage Rates Certificate Statement](#)
- l.** [Certificate of Construction Completion](#)
- m.** [Contractor's Affidavit of Release of Liens](#)

**20)** [Construction Identification Sign](#)

# REQUEST FOR BIDS

## (Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:  
CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572**, Phone No (956) 424-7898 for the amount of \$100.00 each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, XXXXXX XX, 2012 at 2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

**CAP-12-049-02-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION"**

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building**  
**2812 S. Business Hwy 281**  
**Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building**  
**2802 S. Business Hwy. 281**  
**(Southeast of Canton Rd & Business 281)**  
**Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, XXXXXXXX XX, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **XX<sup>TH</sup>** day of **XXXXXX, 2012**.

**MARTHA L. SALAZAR, CPPB**  
**HIDALGO COUNTY PURCHASING AGENT**

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

LEGAL NOTICE

**BID NO: CAP-00-000-00-00-YSI**

1. Sealed bids will be received for **“HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION”** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, XXXXXXX XX, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID NO: CAP-00-000-00-00-YSI “ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION"**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program  
301 E. State St  
Pharr TX 78577  
Attn: Marcie Jackson

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<u>        XXXXXX XX        </u> , 2012
Award of Contract	<u>                                </u> , 2012
Commence Work or Deliver Products	<u>                                </u> , 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
  
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**BIDDERS ACKNOWLEDGEMENT**

Bid for

**HIDALGO COUNTY**

**“ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION”**

**BID NO.: CAP-00-000-00-00 YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539

**US Postal Mail/Courier Address**

**Hidalgo County New Administration Building  
2812 S Business Hwy 281  
Edinburg, Texas 78539**

**Physical Location:**

**Hidalgo County New Administration Building  
2802 S Business Hwy 281  
Edinburg, Texas 78539  
(Southeast corner of Canton Rd & Business 281)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

By:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

# INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday XXXXXX XX, 2012 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION"**.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract –

- a Must be acceptable to the Owner after verification of the current eligibility status, and,
- b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### **4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

#### **5. Method of Bidding**

The Owner invites the following bid(s):      Border Access Colonia Project Round **3**  
Grant No. \_\_\_\_\_  
Subdivision Name: **North Capisallo**

#### **6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

#### **7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## 9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days thereafter. **150** consecutive calendar days breakdown as follows: **60** days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within **60** consecutive calendar days or all construction is not completed within **150** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## 10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## 11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **TEDSI Infrastructure Group** **1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## 13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

#### **15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**18. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor’s care.

## **SPECIAL PROVISIONS**

- 1.** The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
- 2.** It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
- 3.** Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
- 4.** In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
- 5.** The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
- 6.** Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
- 7.** In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
- 8.** Prospective bidders should make a careful examination of the projects sites.
- 9.** Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
- 10.** No open trenches or excavation shall be left open overnight.

**BID FORM**  
**BORDER COLONIA ACCESS PROJECT - HIDALGO COUNTY PRECINCT NO 1**  
**CAP-00-000-00-00-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR NORTH CAPISALLO SUBDIVISION"**

ROADWAY IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)	UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	11.92	STA	PREPARING ROW	Dollars	\$	\$
				Cents		
0110	723	CY	EXCAVATION(ROADWAY)	Dollars	\$	\$
				Cents		
0132	46	CY	EMBANKMENT(FINAL)(DENS CONT)(TY C)	Dollars	\$	\$
				Cents		
0164	3382	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	Dollars	\$	\$
				Cents		
0168	169.1	MG	VEGETATIVE WATERING	Dollars	\$	\$
				Cents		
0247	3734	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	Dollars	\$	\$
				Cents		
0260	4004	SY	LIME TRT(EXST MATL)(6")	Dollars	\$	\$
				Cents		
0260	28.1	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	Dollars	\$	\$
				Cents		
0260	45.1	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	Dollars	\$	\$
				Cents		
0260	4002	SY	LIME TRT(NEW BASE)(8")	Dollars	\$	\$
				Cents		
0310	640	GAL	PRIME COAT(MC-30)	Dollars	\$	\$
				Cents		
0340	3200	SY	D-GR HMA(METH)TY-D SAC-B PG64-22	Dollars	\$	\$
				Cents		
0500	1	LS	MOBILIZATION	Dollars	\$	\$
				Cents		
0502	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	Dollars	\$	\$
				Cents		
0666	2350	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
0666	12	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
0666	270	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	Dollars	\$	\$
				Cents		
0666	200	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	Dollars	\$	\$
				Cents		
<b>ROADWAY IMPROVEMENTS TOTAL</b>					\$	\$

DRAINAGE IMPROVEMENTS						
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)	UNIT PRICE (In Figures)	TOTAL (In Figures)
0506	26	LF	TEMPORARY SEDIMENT CONTROL FENCE	Dollars	\$	\$
				Cents		
0530	390	SY	DRIVEWAYS(ACP)	Dollars	\$	\$
				Cents		
4378	320	LF	THERMOPLASTIC PIPE (15 IN)(TY III)	Dollars	\$	\$
				Cents		
<b>DRAINAGE IMPROVEMENTS TOTAL</b>					\$	\$

<b>GRAND TOTAL</b>	\$
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BIDDER/COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTINUATION OF BID PAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **150** calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the Sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____
#3	_____	_____	#4	_____

Respectfully submitted,

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

**HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

**5THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HIDALGO §**

**CONSTRUCTION CONTRACT**  
**C-CAP-00-000-00-00**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, \_\_\_\_\_ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**ROAD & DRAINAGE CONSTRUCTION FOR EL NORTH CAPISALLO SUBDIVISION**

Hereinafter called the project, for the sum of \_\_\_\_\_ Dollars and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, **2012**.

CONTRACTOR: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Fed I.D. #/SS #: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_ Of and on behalf of \_\_\_\_\_  
(Title) (A corporation)

\_\_\_\_\_  
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

800 Pecan

McAllen, Texas 78504

BY: \_\_\_\_\_

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Ramon Garcia, County Judge

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....

County of.....)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

**PAYMENT BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT  
SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56<sup>th</sup> Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56<sup>th</sup> Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D., 200\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: \_\_\_\_\_

**PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

**PERFORMANCE BOND**  
**(To be used in Texas under V.A.T.S. 5160)**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_, a (2) \_\_\_\_\_ OF \_\_\_\_\_, hereinafter called Principal and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in lawful money of the United States to be paid in (5) \_\_\_\_\_, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) \_\_\_\_\_, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT**  
**\_\_\_\_\_ SUBDIVISION**  
hereinafter called the "Work").

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These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ . A.D.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

Principal \_\_\_\_\_  
By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

(Address) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NOTE: If Contractor is a partnership, all partners should execute bond.

**PERFORMANCE-PAYMENT BOND FORM**

\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: \_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that  
\_\_\_\_\_, who signed the said bond on behalf of the  
Principal was then \_\_\_\_\_ of said corporation; and I  
know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed, and attested for and in behalf of said  
corporation by authority of its governing body.

\_\_\_\_\_  
(TITLE)  
DATE \_\_\_\_\_

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

Telephone Number: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. Total  
amount of premium charge \$\_\_\_\_\_.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of  
person signing for surety company must be attached.)

## **EXHIBIT “C”**

### **Insurance Requirements**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR  OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC AGG	\$
C	<b>EXCESS LIABILITY</b> OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

#### DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# **GENERAL CONDITIONS OF THE AGREEMENT**

## **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **TEDSI Infrastructure Group**.

## **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

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articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### **Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

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### **Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

### **Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

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governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. (36 F.R. 9770, May 28,1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

- (b) The deduction is not otherwise prohibited by law;

- (c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

- (d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.

- (b) The application need not identify the

contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.IL 9770, May 29, 1971.)

- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

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(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

### B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

### C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

### D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

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### 2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

### 2.02\* Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

\*See Supplementary Conditions

#### 2.05\* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

\* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

\*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01\* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

\*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### 4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.02\* *Subsurface and Physical Conditions*

A.\* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

\*See Supplementary Conditions

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05\* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

\*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

\*See Supplementary Conditions

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01\* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.\* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04\* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

\*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 *OWNER's Liability Insurance*

A.\* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06\* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

\*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.\* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.\* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.\* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.\* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 *Waiver of Rights*

A.\* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

\*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

*5.08\* Receipt and Application of Insurance Proceeds*

A.\* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.\* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

*5.09\* Acceptance of Bonds and Insurance; Option to Replace*

A.\* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

\*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

**B. *Substitute Construction Methods or Procedures:*** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

**C. *Engineer's Evaluation:*** ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

**D. *Special Guarantee:*** OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

**E. *ENGINEER's Cost Reimbursement:*** ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

**F. *CONTRACTOR's Expense:*** CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

**A.** CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

**B.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

#### 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

#### 6.10\* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11\* *Use of Site and Other Areas*

##### A.\* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

\*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

#### 6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17\* *Shop Drawings and Samples*

A.\* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.\* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

\*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

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7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

#### 8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

#### 8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

\*See Supplementary Conditions

#### 8.06\* *Insurance*

A.\* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03\* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

\*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents.

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

\*See Supplementary Conditions

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

#### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

#### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

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##### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## 11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

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### 12.01\* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.\* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03 ); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

\*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

## 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

## 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

## 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

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13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02\* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03\* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.\* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

\*See Supplementary Conditions

#### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.\* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

\*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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#### 15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

#### 15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

#### 15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION\*

#### 16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS\*

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#### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

## **SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirety and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".*

**SC-11.01** Delete paragraph 11.01 in its entirety.

**SC-11.02** Delete paragraph 11.02 in its entirety.

**SC-12.01B.25 & B.3.** Delete paragraph 12.01B.2 & B.3 in its entirety.

**SC-12.01.C.2** Delete paragraph 12.01.C.2 in its entirety.

**SC Article 16** Add the following language at the end of the paragraph of Article 16:

*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:*

### **GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

# **GENERAL NOTES AND STANDARD SPECIFICATIONS**

For all pits or quarries, comply with the “Texas Aggregate Quarry and Pit Safety Act.”

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

### **ITEM 3. Scope of Work**

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

### **ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer’s office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

### **ITEM 8. Prosecution and Progress**

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

### **ITEM 100. Preparing Right of Way**

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

#### **ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

#### **ITEM 164. Seeding for Erosion Control**

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

##### Seed mixture

Seed mixture shall be as specified under Item 164.

#### **ITEM 166. Fertilizer**

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

#### **ITEM 216. Proof Rolling**

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

#### **ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY “D” materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2”	0
1/2”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

#### **ITEM 251. Reworking Base Material**

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

#### **ITEM 260. Lime Treatment (Road Mixed)**

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

### **ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 64-22.

### **ITEM 301. Asphalt Antistripping Agents**

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

### **ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

### **ITEM 314. Emulsified Asphalt Treatment**

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

### **ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

### **ITEM 420. Concrete Structures**

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

#### **ITEM 421. Portland cement Concrete**

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Air entrain all concrete used in Drilled Shafts.

#### **ITEM 432. Riprap**

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

#### **ITEM 462. Concrete Box Culverts and Storm Drains**

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

#### **ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 466. Headwalls and Wingwalls**

Do not use pre-cast headwalls/wingwalls.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 471. Frames, Grates, Rings and Covers**

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer:

**ITEM 502. Barricades, Signs and Traffic Handling**

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the “Texas Manual on Uniform Traffic Control Devices”. In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

#### **ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

#### **ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls**

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

#### **ITEM 508. Constructing Detours**

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

#### **ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter**

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

#### **ITEM 530. Public & Private Driveways**

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

#### **ITEM 531. Sidewalks**

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

#### **ITEM 538. Right of Way Markers**

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

#### **ITEM 540. Metal Beam Guard Fence**

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

#### **ITEM 542. Removing Metal Beam Guard Fence**

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

#### **ITEM 544. Guardrail End Treatments**

Label “end treatment type” on backside of unit at time of installation.

#### **ITEM 552. Wire Fence**

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

#### **ITEM 585. Ride Quality for Pavement Surfaces**

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

### **ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings**

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

### **ITEM 677, Eliminating Existing Pavement Markings and Markers**

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

**STANDARD SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX ASPHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

**SPECIAL SPECIFICATIONS:** Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035            BLADE LEVEL-UP

**SPECIAL PROVISIONS:** Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX ASPHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

## **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

### OFFICE USE ONLY

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

**SALES TAX AND LOCAL SALES TAX  
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

#### §Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED.

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

**Prevailing Wage Rates  
Certification Statement**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

CSJ# \_\_\_\_\_

Contractor \_\_\_\_\_

Application# \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature







General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with  
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with  
characters other than "SU" denotes that the union  
classification and rate have found to be prevailing for that  
classification. Example: PLUM0198-005 07/01/2011. The  
first four letters , PLUM, indicate the international union and  
the four-digit number, 0198, that follows indicates the local  
union number or district council number where applicable ,  
i.e., Plumbers Local 0198. The next number, 005 in the  
example, is an internal number used in processing the wage  
determination. The date, 07/01/2011, following these  
characters is the effective date of the most current  
negotiated rate/collective bargaining agreement which would be  
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any  
changes in the collective bargaining agreements governing the  
rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived  
from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

**Contractor:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Project/Precinct:** \_\_\_\_\_

**Owner's Contract No.:** \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commisisoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

## CHANGE ORDER NUMBER ONE(1)

Project: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:                   1.  
  2.  
  3.  
  4.  
  5.  
  6.

Reason for Change Order:   1.  
  2.  
  3.  
  4.  
  5.  
  6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion: _____	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$ 0.00		0	<small>calendar days</small>
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 0.00		Substantial Completion: _____	0 <small>calendar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$ 0.00		0	<small>calendar days</small>
Contract Price with all approved Change Orders	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion: _____	0 <small>calendar days or dates</small>

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E-B**

**APPLICATION FOR PAYMENT NO.**

To: \_\_\_\_\_ (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Contract: \_\_\_\_\_  
Project: \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: \_\_\_\_\_

- 
- 1. Original Contract Price: \_\_\_\_\_
  - 2. Net change by Change Order and Written Agreements(+or-): \_\_\_\_\_
  - 3. Current Contract Price (1 plus 2): \_\_\_\_\_
  - 4. Total completed and stored to date: \_\_\_\_\_
  - 5. Retainage (per Agreement):
    - \_\_\_\_\_ 10% of completed Work: \_\_\_\_\_
    - \_\_\_\_\_ of stored material \_\_\_\_\_
    - Total Retainage: \_\_\_\_\_
  - 6. Total completed and stored to date less retainage (4 minus 5) \_\_\_\_\_
  - 7. Less previous Application for Payments: \_\_\_\_\_
  - 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) \_\_\_\_\_
- 

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

**Estimate Quantity Update Worksheet**

Date:

Colonia:  
 Roadway:  
 Control:  
 Project No:  
 County:  
 Est. No: 1

Contractor:  
 Contract Price:  
 Work Done this Mo.:  
 % Complete: #DIV/0!

Date Began: ?  
 Contract Time: 120  
 Time Charged: 90  
 % Time Used: 75.00%

Work Type: Paving & Drainage

Limits:  
 From:  
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00		0	\$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0.000	0	\$0.00		0	\$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0.000	0	\$0.00		0	\$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0.000	0	\$0.00		0	\$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0.000	0	\$0.00		0	\$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0.000	0	\$0.00		0	\$0.00		0	0.00
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0.000	0	\$0.00		0	\$0.00		0	0.00
644	SMALL RSDS SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
644	SMALL RSDS SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0.000	0	\$0.00		0	\$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0.000	0	\$0.00		0	\$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0.000	0	\$0.00		0	\$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0.000	0	\$0.00		0	\$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0.000	0	\$0.00		0	\$0.00		0	0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0.000	0	\$0.00		0	\$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0.000	0	\$0.00		0	\$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0.000	0	\$0.00		0	\$0.00		0	0.00

Monthly Totals:	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	0.00

Total to Date  
 Roadway (905): \$0.00  
 Drainage (906): \$0.00  
 Total \$0.00

Prepared and Checked By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

\_\_\_\_\_ Contractor Name  
 \_\_\_\_\_ Starting Date  
 \_\_\_\_\_ Project Ending Date  
 \_\_\_\_\_ Retainage Percent

Application No.: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Engineer Firm: \_\_\_\_\_

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



### Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name					
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	
<b>Subgrade</b>	Tex-101-E Part III	Pulverization								
	Tex-113	Moist. Density Curve								
	Tex-115-E	In-place Density								
		Thickness								
<b>Flex Base</b>		Proof Roll								
	Tex-101-E	Preparing Soils and Flex Bases								
	Tex-104-E	Determining Liquid Limit of Soils								
	Tex-105-E	Determining Plastic Limit of Soils								
	Tex-106-E	Calculating the Plasticity Index								
	Tex-107-E	Linear Shrinkage								
	Tex-110-E	Particle Size Analysis								
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)								
	Tex-116-E	Wet Ball Mill Method Tex								
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)								
<b>En-1</b>	Tex-115-E	In-place Density								
		Thickness								
	IAW ASTM 4609									
	Tex-103-E									
	Tex-114-E									
	TexDOT 121 E									
	ASTM D 4546									
	ASTM D 1587									
<b>Hot Mix</b>	Tex115-E									
	Tex-207-F	Determining Density of Compacted Bituminous Mixtures								
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures								
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction								
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method								
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure								
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method								
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures								
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures								
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures								
<b>In-Place Density</b>	Texas SDHPT Bullentin C-14									
	ASTM D-2950.76									
	AASHTO T-166									
<b>Lime</b>	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source						
<b>Rcp</b>		Three Edge Bearing Test		1 pipe for each 100 pipe						

**ASAGO CONSTRUCTION**  
“QUALITY AND SERVICE”

---

**RAUL IGLESIAS**  
Manager

**ASAGO, LLC**  
2113 Pecos  
Mission, TX 78572  
(956)607-0741 office  
(956)585-7040 fax  
[iglesias@hiline.net](mailto:iglesias@hiline.net)

October 1, 2008

Mr. Javier Hinojosa, P.E.  
Javier Hinojosa Engineering  
4126 E. Dove Ave.  
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program  
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2  
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,  
*Raul Iglesias*  
Raul Iglesias, Manager

**PARTIAL/FINAL WAIVER OF LEIN**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
\_\_\_\_\_ to furnish \_\_\_\_\_  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:

**Prevailing Wage Rates  
Certification Statement**

**Date** \_\_\_\_\_

**Project Name** \_\_\_\_\_

**CSJ#** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Application#** \_\_\_\_\_

**I, \_\_\_\_\_ do hereby state:**  
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
\_\_\_\_\_

- 2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
- 3. That the contractor has presented a “Certificate of Release” starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
- 4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	_____
Present Amount of Contract	_____
Total Amount of earned to Date	_____
Less: previous payments	_____
Balance	_____
Authorized deductions	_____
AMOUNTY OF FINAL PAYMENT	_____

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
Hidalgo County Judge

## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

<b>PROJECT:</b> <b>OWNER:</b> <b>CONTRACTOR:</b> <b>ENGINEER:</b>	<b>PROJECT NO.</b>
--	--------------------

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **CONSTRUCTION IDENTIFICATION SIGN:**

Size, 4' – 0" X 8' – 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be  $\frac{3}{4}$ " Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.



# Your Tax Dollars at Work

## Hidalgo County Pct 1

Joel Quintanilla, Commissioner  
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## **North Capihallo Subdivision Paving Projects**

Hidalgo County Commissioner's Court

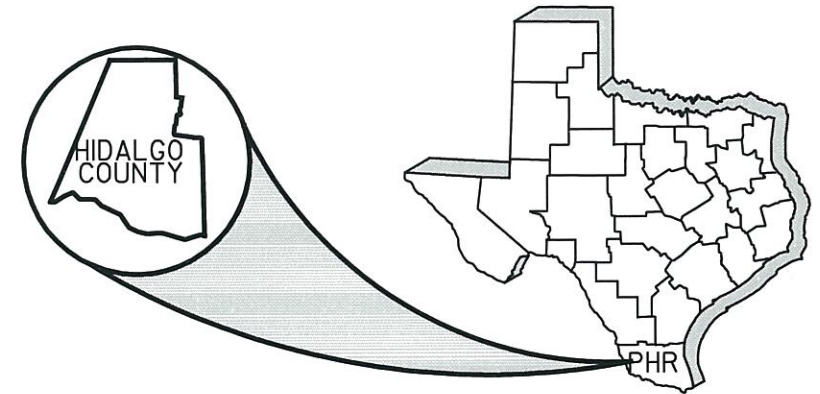
Ramon Garcia	-	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: \_\_\_\_\_

Engineer: TEDSI Infrastructure Group

# HIDALGO COUNTY PRECINCT NO. 1

## CONSTRUCTION PLANS NORTH CAPISSALLO SUBDIVISION BORDER ACCESS COLONIA PROJECT ROUND III COMPETITIVE CSJ 2C-1080-495



PROJECT LIMITS:

JUDGE BETO GARZA DR = 1192.5' = 0.23 MI

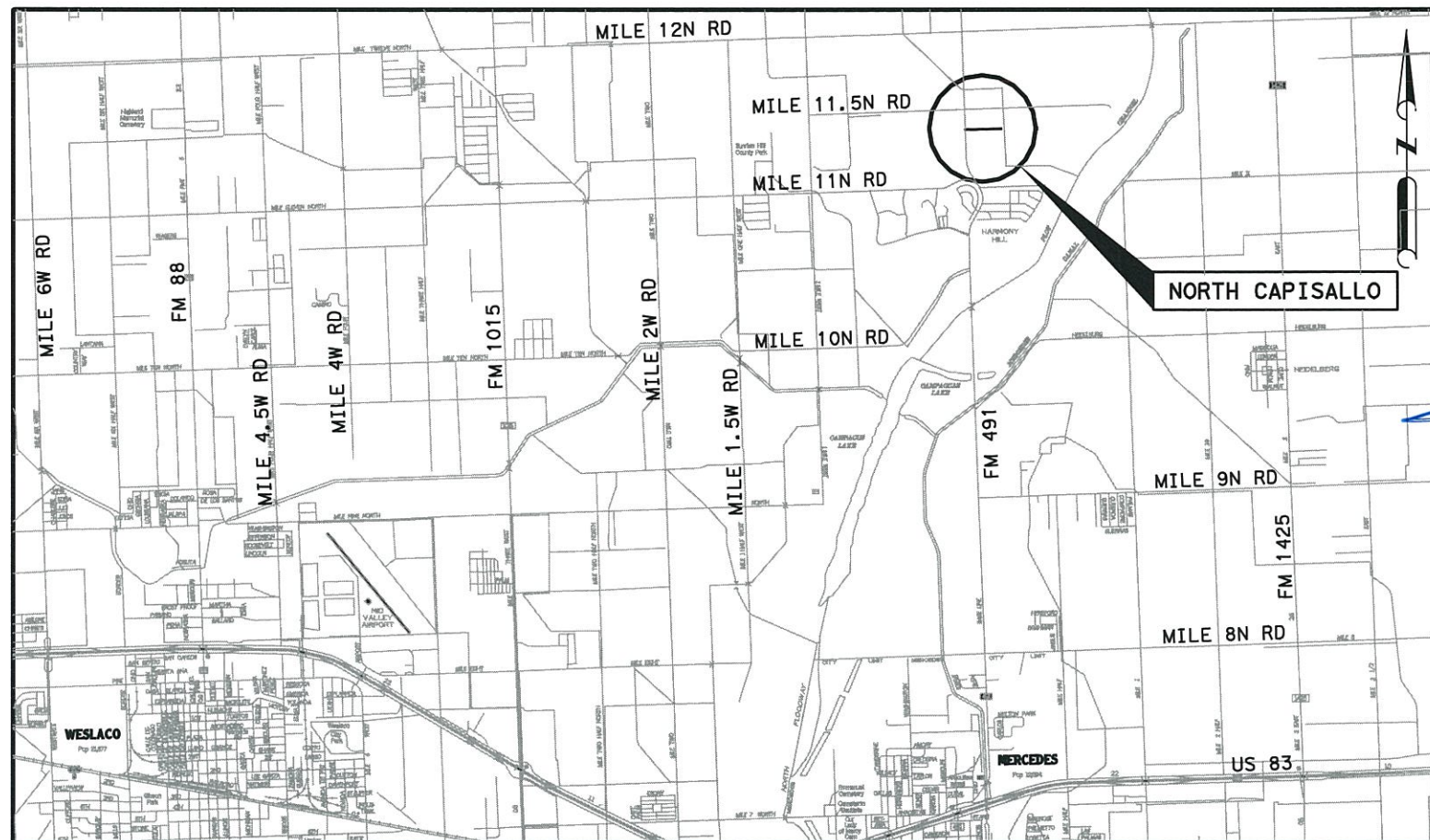
TOTAL LENGTH OF PROJECT = 1192.5' = 0.23 MI

TOTAL AREA OF DISTURBED SOIL = 1.32 AC

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	SUMMARY OF QUANTITIES
4	GENERAL NOTES
5	TYPICAL SECTIONS
6	TRAFFIC CONTROL PLAN GENERAL NOTES
7	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
8-10	PLAN & PROFILE
11	DRIVEWAY TABLES
12	EARTHWORKS
13-15	CROSS-SECTIONS
16	PAVEMENT MARKINGS
17	SW3P
<b>STANDARDS</b>	
18	DRIVEWAY PROFILE DETAILS
19	DRIVEWAY DETAILS PRIVATE
20-31	BC(1)-07 THRU BC(12)-07
32	WZ(TD)-03
33	WZ(UL)-03
34	WZ(DERD)-03
35	TCP(1-2)-12
36	TCP(2-2)-12
37	TCP(3-3)-98
38	TCP(7-1)-98
39	PM(1)-12
40	TECL-06(PHR)

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, NEW FLEXBASE, SUBGRADE, ROADSIDE DITCHES AND STRIPING.



LOCATION MAP  
N.T.S.

APPROVAL HIDALGO COUNTY COLONIA ACCESS PROGRAM	DATE : 03/20/2012
<i>[Signature]</i>	
APPROVAL HIDALGO COUNTY COUNTY PRECINCT No 1	DATE : 03/20/2012
<i>[Signature]</i>	
APPROVAL HIDALGO COUNTY PLANNER	DATE : 03/20/12
<i>[Signature]</i> CRISTINA PLAN. ADM.	
CONCURRENCE: HIDALGO COUNTY DRAINAGE DISTRICT No 1	DATE : 3/21/12
<i>[Signature]</i>	

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



*[Signature]*  
03/19/2012

**TEDSI INFRASTRUCTURE GROUP**



Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898

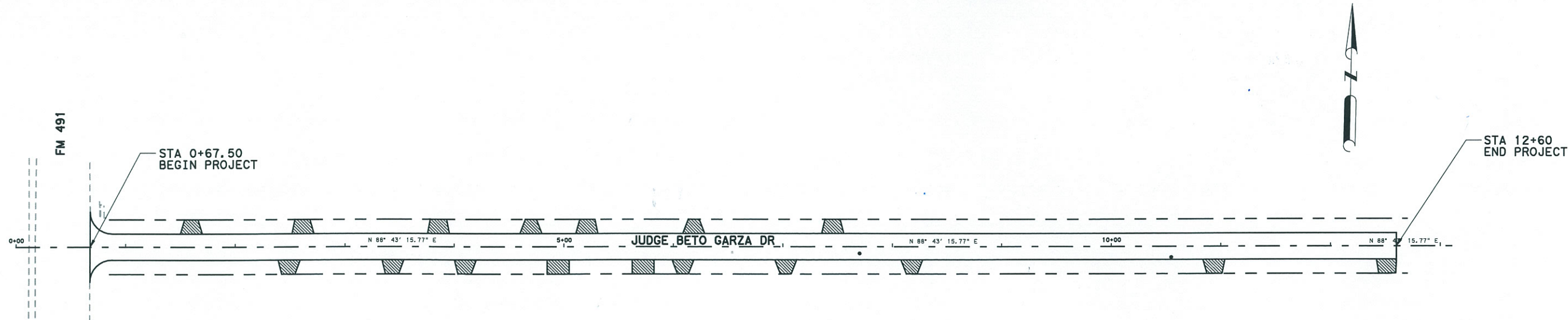
HIDALGO COUNTY OFFICIALS

- |                        |                      |
|------------------------|----------------------|
| RAMON GARCIA           | - COUNTY JUDGE       |
| JOEL QUINTANILLA       | - PCT 1 COMMISSIONER |
| HECTOR "TITO" PALACIOS | - PCT 2 COMMISSIONER |
| JOE M. FLORES          | - PCT 3 COMMISSIONER |
| JOSEPH PALACIOS        | - PCT 4 COMMISSIONER |

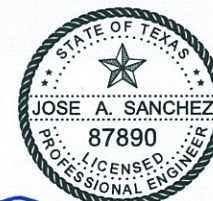


SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED SHALL GOVERN ON THIS PROJECT.

- NO EXCEPTIONS
- NO EQUATIONS
- NO RAILROAD CROSSINGS



NO.	DATE	REVISION	APP.



*Jose A. Sanchez*  
03/19/2012



HIDALGO COUNTY

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898



NORTH CAPISALLO

PROJECT LAYOUT

SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 2
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR

3/19/2012 4:00:56 PM P:\2009\2009-1027-02 hobeap III additional\_colon\cas\des\gn\04 north\_capisallo\cas\Roadway\NC-pro\lect.dgn

**APPLICATION RATES:**

HOT MIX ASPHALT - 1" = 114 LB/SY  
 PRIME COAT - 0.2 GAL/SY  
 LIME (FLEXBASE) - 2% BY WT  
 LIME (SUBGRADE) - 3% BY WT  
 FLEXBASE WT - 3375 LB/CY (APPROX)  
 SUBGRADE WT - 2970 LB/CY (APPROX)  
 WATERING - FIRST 4 WKS - 3 CYCLES/WK AT 2.5 GAL/SY/CYCLE  
 NEXT 8 WKS - 1 CYCLE/WK AT 2.5 GAL/SY/CYCLE  
 FERTILIZER - 100 LBS OF NITROGEN/ACRE  
 THE N-P-K RATIO TO INCLUDE AT LEAST 5%P AND 5%K

ROADWAY SUMMARY			
ITEM-CODE	DESCRIPTION	UNIT	TOTAL
0100-2002	PREPARING ROW	STA	11.92
0110-2001	EXCAVATION(ROADWAY)	CY	723
0132-2006	EMBANKMENT(FINAL)(DENS CONT)(TY C)	CY	46
0164-2027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	3382
⊕ 0166-2001	FERTILIZER	AC	0.7
0168-2001	VEGETATIVE WATERING	MG	169.1
0247-	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3734
0260-2006	LIME TRT(EXST MATL)(6")	SY	4004
0260-2012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	28.1
0260-2012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	45.1
0260-2015	LIME TRT(NEW BASE)(8")	SY	4002
0310-2001	PRIME COAT(MC-30)	GAL	640
0340-	D-GR HMA(METH)TY-D SAC-B PG64-22	SY	3200
⊕ 0496-2007	REMOV STR(PIPE)	LF	246
0500-2001	MOBILIZATION	LS	1
0502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2
0666-2012	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	LF	2350
0666-2048	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	LF	12
0666-2105	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	LF	270
0666-2111	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	200

DRAINAGE SUMMARY			
ITEM-CODE	DESCRIPTION	UNIT	TOTAL
0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	26
0530-2011	DRIVEWAYS(ACP)	SY	390
4378-	THERMOPLASTIC PIPE (15 IN)(TY III)	LF	320

⊕ FOR CONTRACTOR'S INFORMATION ONLY. ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

NO.	DATE	REVISION	APP.



HIDALGO COUNTY



NORTH CAPISALLO

**SUMMARY OF QUANTITIES**

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			3
STATE	DIST.	COUNTY	
TEXAS	PHR	HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-495	1	JUDGE BETO GARZA DR	

**GENERAL NOTES AND SPECIFICATION DATA**

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act." Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

**ITEM 5. Control of the Work**

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

**ITEM 8. Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.A.1 Five-Day Workweek.

**ITEM 132. Embankment**

The native soils within the project area are not considered suitable for use as select fill materials. Borrow used as embankment material in the top two feet (Select Fill) below the bottom of pavement flexible base shall meet the following requirements:

1. TxDOT Bid Item 247, Type E, Grade 4

2. Alternative select fill material

- The following soils, as classified according to the USCS, may be considered satisfactory for use as select fill materials at this site: SC,GC,CL and combinations of these soils.
- In addition to the USCS classification, alternative select fill materials shall have a maximum liquid limit of 35 percent, a plasticity index between 5 and 17 percent and a maximum particle size not exceeding 4 inches or one-half the loose lift thickness, whichever is smaller.
- In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a minimum rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.
- If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the General Contractor.
- The General Contractor will be responsible for ensuring that the properties of all delivered alternate select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.
- Soils classified as CH, CL, MH, ML, SM, GM, OH,OL and Pt under the USCS and not meeting the alternative select fill material requirements are not considered suitable for use as select fill materials at this site.
- Select fill should be placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 98 percent of maximum dry density as determined by ASTM D698. The moisture content of the fill should be maintained within the range of two percentage points below the optimum moisture content to two percentage points above the optimum moisture content until the final lift of fill is permanently covered.
- The select fill should be properly compacted in accordance with these recommendations and tested by the Geotechnical Engineer for compaction as specified.

**ITEMS 134. Backfilling Pavement Edges**

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

**ITEM 247. Flexible Base**

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

Flexible Base TY E GR 4 (caliche base) does not meet the requirements of TY A GR 1 base material. The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

**BEFORE LIME IS ADDED**

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max Wet Ball PI:	15
Wet Ball Mill Max Amount:	20
Min. Comp. Strength PSI	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

**After 1% lime (laboratory) is added to unlimed material**

Max PI	12
Min. Comp. Strength PSI:	180 at 15 psi Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

2% lime shall be incorporated into the Flexible Base in the field at the owner's expense.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

**ITEM 300. Asphalt's, Oils and Emulsions**

Temporary ramps/detours and driveways may use performance grade binder 76-22.

**ITEM 310. Prime Coat (Cutback Asphaltic Material)**

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

**ITEM 400. Excavation and Backfill for Structures**

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

**ITEM 464. Reinforced Concrete Pipe**

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

**ITEM 467. Safety End Treatment**

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

**ITEM 496. Removing Old Structures**

Store the following items to be salvaged at a location designated by the Engineer.

**ITEM 502. Barricades, Signs and Traffic Handling**

A pilot car and radio equipped flagmen shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flagmen and/or radio equipped flagmen and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replaceable sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

**ITEM 504. Field Office and Laboratory**

For this project a field office will not be required at the project site.

**ITEM 530. Driveways and Turnouts**

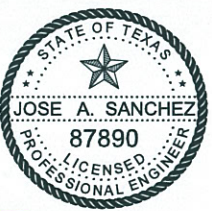



Prime coat shall meet the requirements of Item 310.

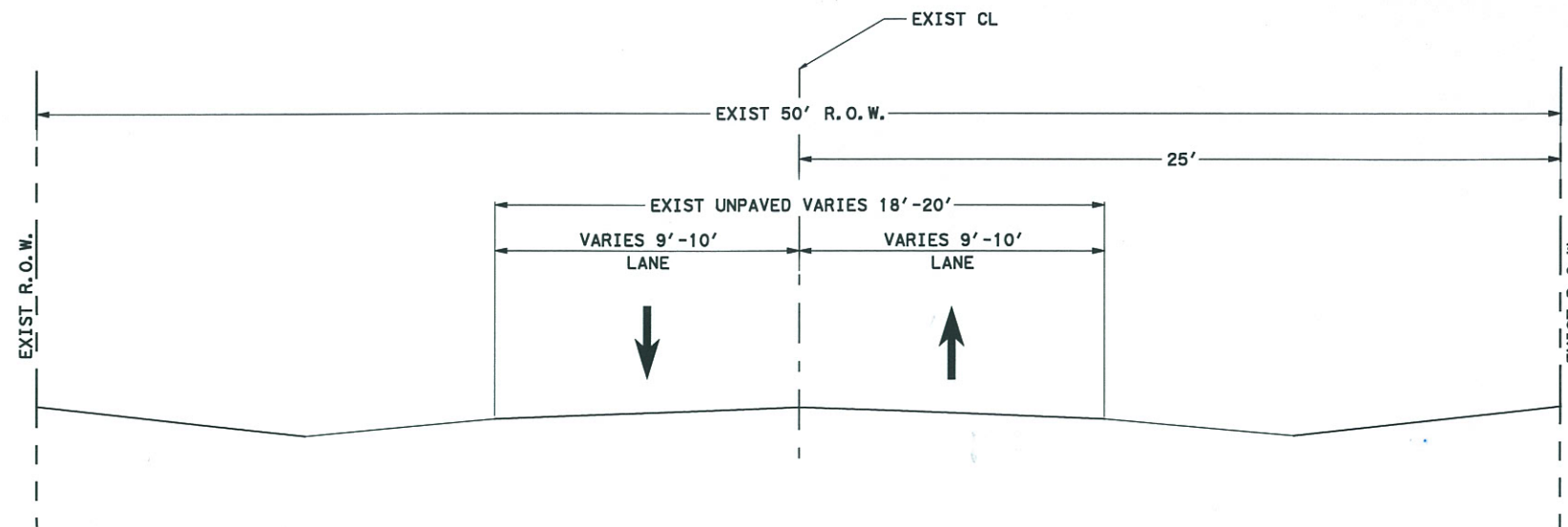
Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

**MISC**

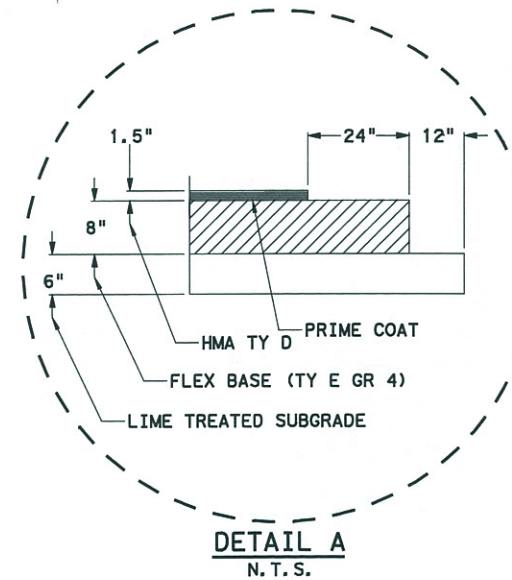
The contractor shall be responsible for maintenance of sediment traps. Damaged/missing sediment traps shall be replaced by the contractor at no additional cost. R.O.W. sediment traps may be shown on plans for clarity purposes only. Actual placement shall be done within R.O.W.

The contractor shall be responsible for posting Small Construction Site Notice and any additional permits required by T.E.C.Q.

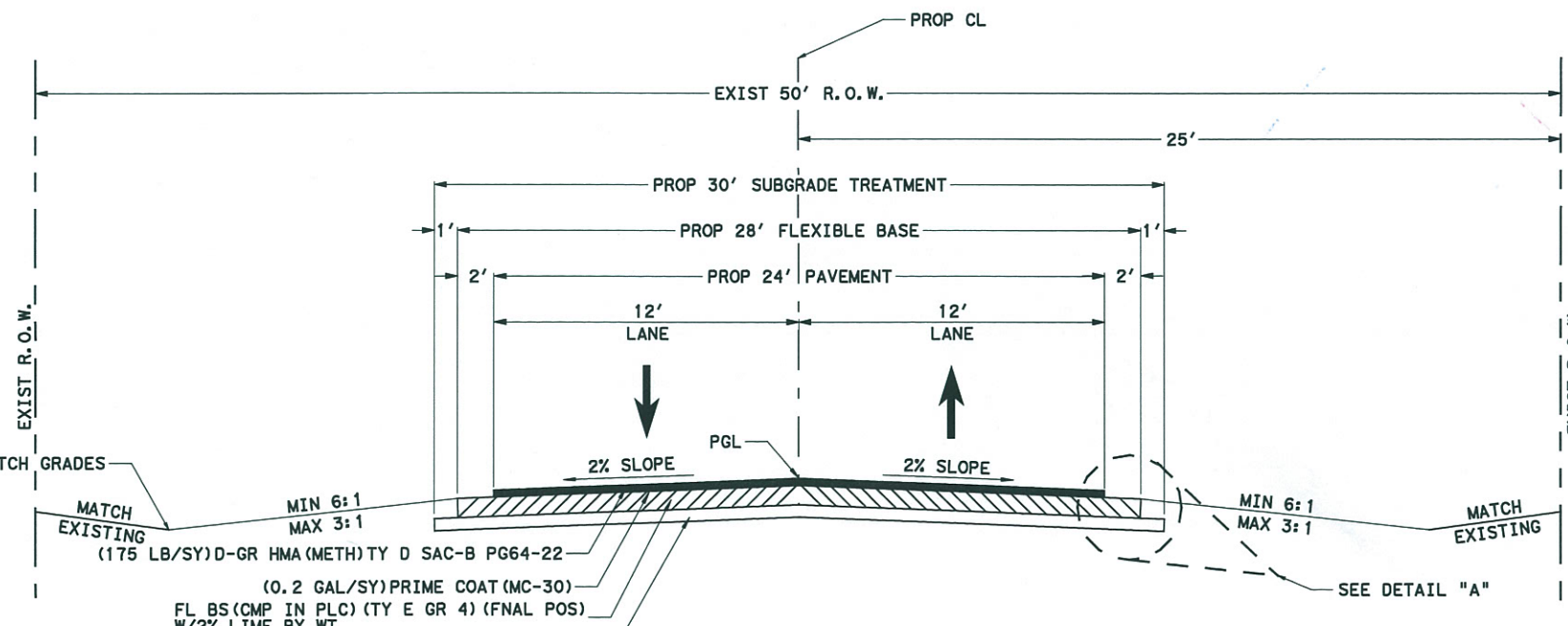
NO.	DATE	REVISION	APP.
  <span style="float: right;">03/19/2012</span>			
 <b>HIDALGO COUNTY</b>			
 <b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898			
<b>NORTH CAPISALLO</b>  <b>GENERAL NOTES</b>			
SHEET 1 OF 1			
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 4
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ		PCT	HIGHWAY NO.
2C-1080-495		1	JUDGE BETO GARZA DR



**JUDGE BETO GARZA DR  
EXISTING TYPICAL SECTION**  
N. T. S.  
STA 0+67.5 TO STA 12+60



**DETAIL A**  
N. T. S.



MIN 6:1  
MAX 3:1  
(175 LB/SY) D-GR HMA (METH) TY D SAC-B PG64-22  
(0.2 GAL/SY) PRIME COAT (MC-30)  
FL BS (CMP IN PLC) (TY E GR 4) (FNAL POS)  
W/2% LIME BY WT  
LIME TRT (EXIST MATL) (6")  
W/3% LIME BY WT

**JUDGE BETO GARZA DR  
PROPOSED TYPICAL SECTION**  
N. T. S.  
STA 0+67.5 TO STA 12+60

**NOTES:**

- PGL - PROFILE GRADE LINE
- PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.
- ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.
- WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.
- THE SUBGRADE SHALL BE SHAPED, BLADED, ROLLED AND PROOF ROLLED A MINIMUM DISTANCE OF 12" BEYOND THE EDGE OF THE PROPOSED BASE COURSE.
- THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED. FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER.
- PROOF ROLLING WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- A STATION EQUAL TO 100 FT.
- APPLICATION RATES AS FOLLOWS:

HOT MIX ASPHALT - 1.5" = 175 LB/SY  
PRIME COAT - 0.2 GAL/SY  
LIME (FLEXBASE) - 2% BY WT  
LIME (SUBGRADE) - 3% BY WT  
FLEXBASE WT - 3375 LB/CY (APPROX)  
SUBGRADE WT - 2970 LB/CY (APPROX)

NO.	DATE	REVISION	APP.

03/19/2012

**HIDALGO COUNTY**

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898

**NORTH CAPISALLO**

**TYPICAL SECTIONS**

N. T. S. SHEET 1 OF 1

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-495	SHEET NO. 5
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR

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**GENERAL NOTES**

THE CONTRACTOR MAY SUBMIT AN ALTERNATE TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. APPROVED ALTERNATE TRAFFIC CONTROL PLANS SHALL REQUIRE THE SEAL OF A LICENSED ENGINEER. NO PHASE OF CONSTRUCTION SHALL START UNLESS OTHERWISE APPROVED BY ENGINEER.

BARRICADES/DEVICES/SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY OWNER.

BARRICADES, SIGNS, CHANNELIZATION DEVICES AND OTHER TRAFFIC HANDLING DEVICES MAY BE ADJUSTED OR SHIFTED TO FIT FIELD CONDITIONS AS REQUIRED FOR CONSTRUCTION.

ADEQUATE SIGNS AND BARRICADES SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO OPENING ANY ROADWAY SECTIONS TO TRAFFIC. THE ENGINEER MAY DIRECT THE CONTRACTOR TO FURNISH ADDITIONAL SIGNS, BARRICADES AND CHANNELIZING DEVICES AS REQUIRED TO MAINTAIN TRAFFIC AND MOTORIST SAFETY DURING CONSTRUCTION. ANY SUCH ADDITIONAL SIGNS AND BARRICADES, ETC, SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

THE CONTRACTOR SHALL INSURE THAT BARRICADES, SIGNS, CHANNELIZING DEVICES AND TRAFFIC HANDLING DEVICES ARE MAINTAINED IN A CLEAN AND FUNCTIONAL CONDITIONS AT ALL TIMES, INCLUDING MAINTENANCE DUE TO VANDALISM OR ACCIDENTS. THE CONTRACTOR SHALL HAVE ENOUGH BARRICADES AND SIGNS AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

ALL STRIPING AND SIGNING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE PLANS, BC STANDARDS AND THE LATEST VERSION OF THE TMTCD.

EXISTING SIGNS SHALL NOT BE REMOVED UNTIL CONSTRUCTION SIGNS HAVE BEEN INSTALLED. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING EXISTING SIGNS IN CONFLICT WITH PROPOSED CONSTRUCTION SIGNS. ANY SUCH REMOVAL OF SIGNS SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.

WHEN CONNECTING PROPOSED ROADWAY TO SECTIONS OF EXISTING TRAFFIC BEING USED BY TRAFFIC AND SUCH OPERATIONS RESULT IN A DROP-OFF OF MORE THAN 2" A 4' BUFFER ZONE AND 3:1 SLOPE WILL BE REQUIRED. THE SLOPE MUST BE CONSTRUCTED WITH A COMPACTED MATERIAL CAPABLE OF SUPPORTING VEHICLES AND/OR AS APPROVED BY ENGINEER. THIS WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS. FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK ARE WILL BE REQUIRED, AS APPROVED BY ENGINEER.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH THE EXISTING ROADS AND/OR PRIVATE DRIVEWAYS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH ADJACENT PROPERTY OWNERS TO PROVIDE ADEQUATE EGRESS AND INGRESS DURING ALL PHASES OF CONSTRUCTION.

THE CONTRACTOR SHALL KEEP TRAVELED PAVED SURFACES USED IN HIS HAULING OPERATIONS CLEAR AND FREE OF DIRT AND OTHER UNACCEPTABLE MATERIAL AT ALL TIMES. A POWER BROOM SHALL ONLY BE USED TO CLEAN THE ROADWAY.

THE CONTRACTOR SHALL COORDINATE THE TRAFFIC CONTROL PLAN WITH ANY ADJACENT CONSTRUCTION PROJECTS TO INSURE THE UNINTERRUPTED FLOW OF TRAFFIC WITHIN THE VICINITY OF THE PROJECT AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY DRAINAGE DURING CONSTRUCTION THROUGHOUT THE PROJECT LIMITS DURING ALL PHASES OF CONSTRUCTION. EXCAVATED MATERIALS SHALL BE HANDLED BY THE CONTRACTOR IN SUCH WAY IT DOES NOT BLOCK DRAINAGE.

THE CONTRACTOR SHALL NOT LEAVE ANY OPEN TRENCHES OR EXCAVATIONS OVERNIGHT, UNLESS PROPERLY PROTECTED AND/OR AS APPROVED BY THE ENGINEER.

CONSTRUCTION FENCING (4' HIGH MINIMUM) SHALL BE USED AROUND ALL OPEN TRENCHES OR EXCAVATIONS, AS APPROVED BY THE ENGINEER. THIS WORK SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

ALL DRUMS USED IN THIS PROJECT FOR TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE PROJECTS. MATERIALS FURNISHED, INSTALLED AND REMOVED BY THE CONTRACTOR SHALL BECOME PROPERTY OF THE CONTRACTOR.

ALL EXISTING UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS FOR THIS PROJECT SHALL BE RELOCATED AND/OR ADJUSTED BY OTHERS EXCEPT AS NOTED IN THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES THE RELOCATION, ADJUSTMENT AND INSTALLATION OF UTILITY LINES. THE ROADWAY WORK SHALL BE ONGOING DURING ADJUSTMENT, RELOCATION AND INSTALLATION OF UTILITY LINES.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7 "LEGAL RELATIONS AND RESPONSIBILITIES" OF THE STANDARD SPECIFICATIONS.

THE PORTION OF THIS PROJECT WHICH COINCIDES WITH EXISTING ROADS AND/OR PRIVATE DRIVEWAYS WILL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE PROVIDED FOR AND APPROVED BY THE ENGINEER.

THE CONTRACTOR WILL BE ALLOWED TO CLOSE ROADWAY TO THRU TRAFFIC, BUT MUST ALLOW ALL LOCAL TRAFFIC EGRESS AND INGRESS AT ALL TIMES.

THE CONTRACTOR WILL BE ALLOWED TO WORK ONE HALF OF THE PROPOSED SECTION AT A TIME UNLESS OTHERWISE APPROVED BY THE ENGINEER.

THE CONTRACTOR MUST REMOVE EXISTING GRASS AND TOPSOIL FROM THE SHOULDER.

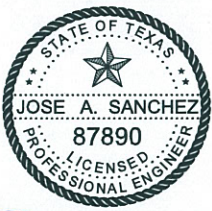



AFTER PREPARATION OF THE SUBGRADE AND/OR FLEXBASE, THE ROADWAY SHALL BE ADEQUATELY FINISHED TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

THE CONTRACTOR SHALL WORK ONLY THAT LENGTH OF ROADWAY IN ONE WORKING DAY WHICH HE CAN ADEQUATELY FINISH TO SAFELY CARRY TRAFFIC AFTER WORKING HOURS.

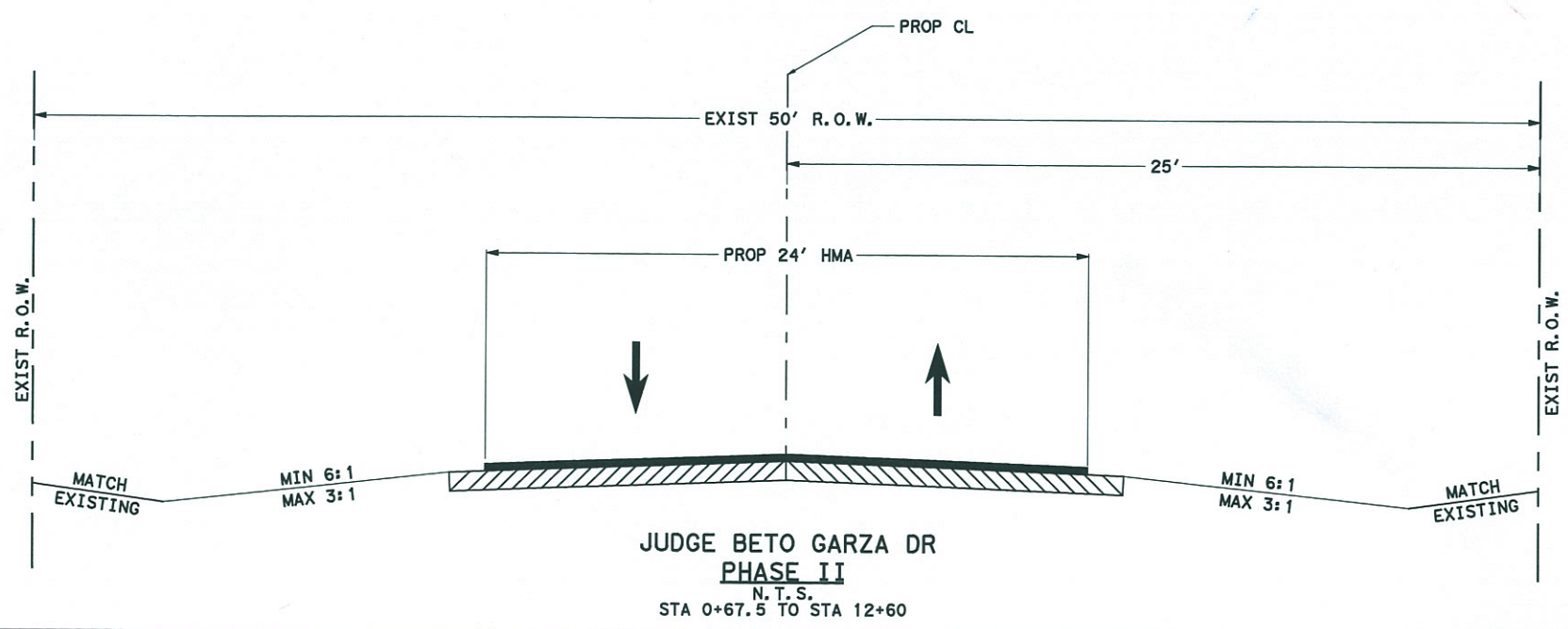
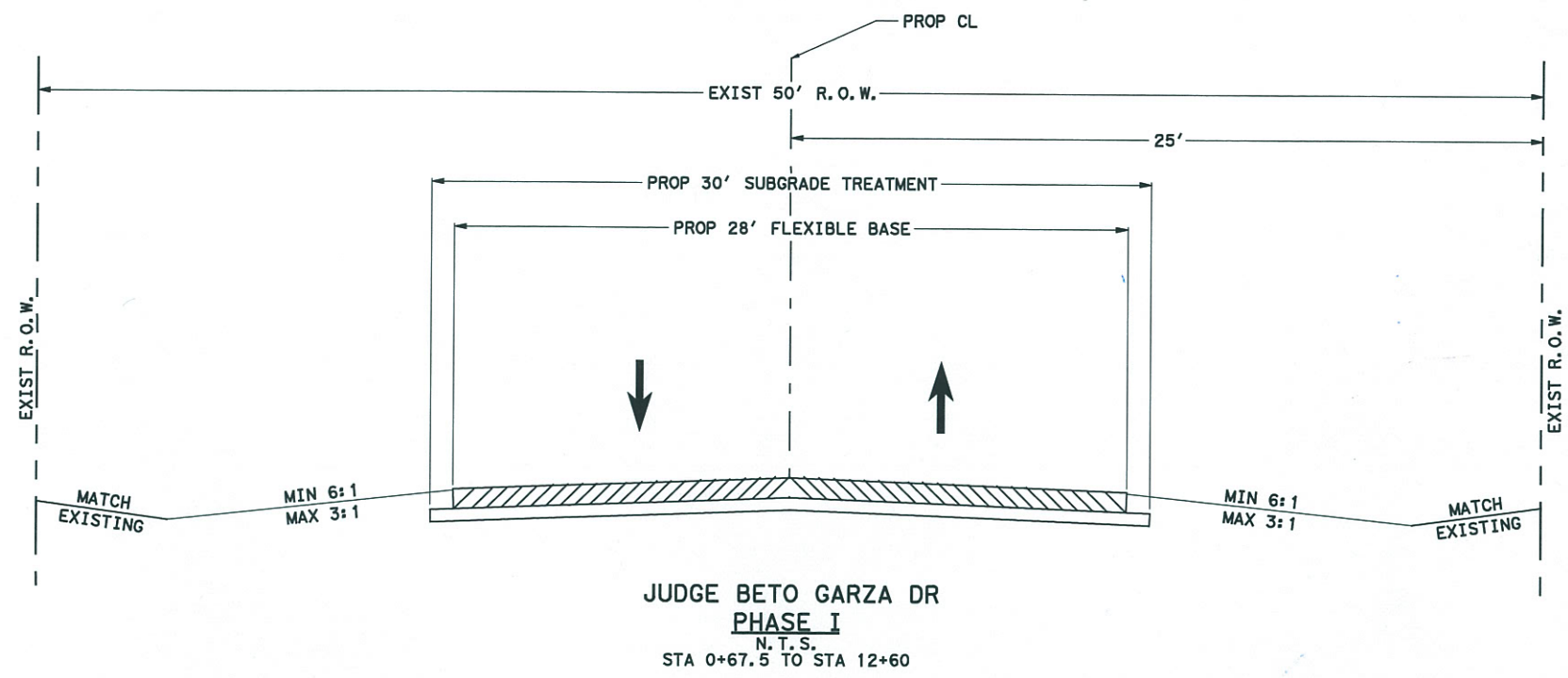
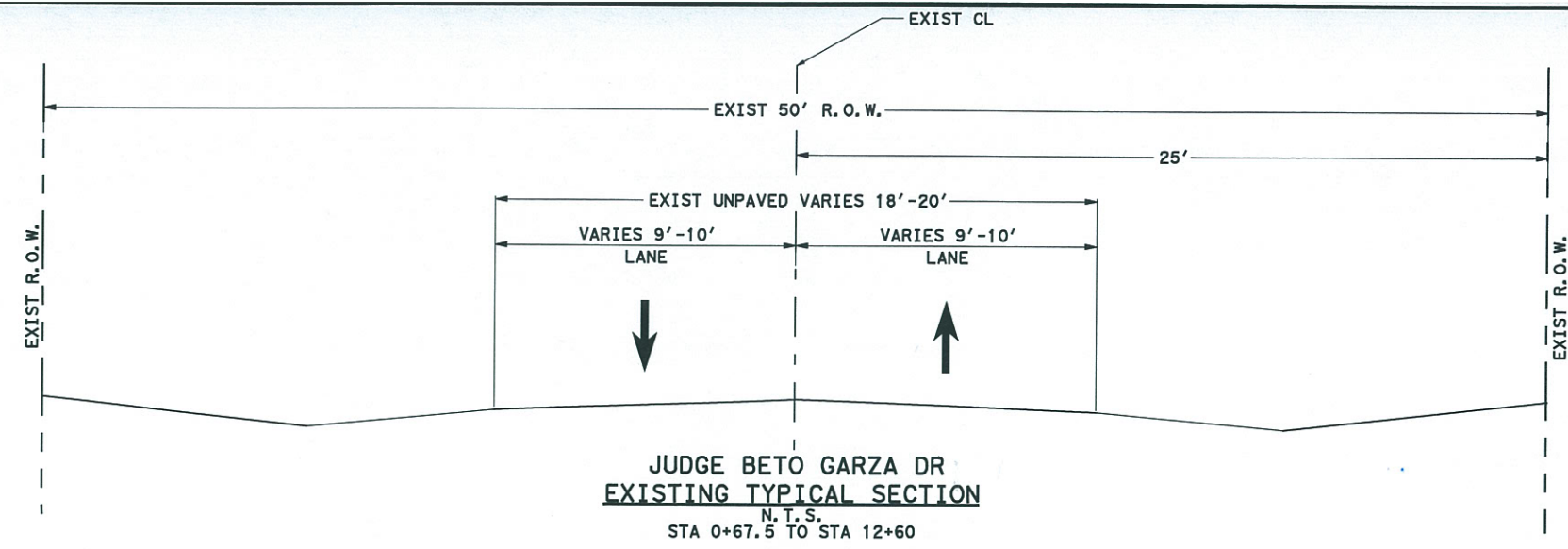
ALL SIGNS AND MAILBOXES AFFECTED BY CONSTRUCTION SHALL BE RELOCATED. RELOCATION WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

ALL SIGNS AND MAILBOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED NEW AT CONTRACTOR'S EXPENSE.

ALL EXISTING SIGNS SHALL REMAIN IN PLACE DURING CONSTRUCTION, THE CONTRACTOR IS TO RELOCATE/ADJUST SIGNS DURING CONSTRUCTION AT NO ADDITIONAL COST.

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 <span style="float: right;"><b>TEDSI INFRASTRUCTURE GROUP</b> Consulting Engineers 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898</span>			
<b>NORTH CAPISALLO</b>			
<b>TRAFFIC CONTROL PLAN GENERAL NOTES</b>			
N. T. S.			SHEET 1 OF 1
FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 6
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ		PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR
2C-1080-495			

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**SEQUENCE OF CONSTRUCTION**

- PHASE I**
1. INSTALL PROJECT LIMITS AND ADVANCE WARNING SIGNS
  2. INSTALL CROSSROAD BARRICADES/SIGNS, IN ACCORDANCE WITH MUTCD, BC STANDARDS AND/OR AS DIRECTED BY ENGINEER
  3. INSTALL STORM WATER POLLUTION CONTROLS
  4. EXCAVATION WORK/INSTALL STORM DRAINAGE STRUCTURES
  5. SUBGRADE WORK
  6. FLEXIBLE BASE WORK
- PHASE II**
1. APPLY HOT MIX ASPHALT MATERIAL IN ONE COURSE
  2. BACKFILL PAVEMENT EDGES
  3. REINSTALL EXISTING SIGNS/MAILBOXES
  4. REMOVE STORM WATER POLLUTION CONTROLS
  5. INSTALL PAVEMENT MARKINGS
  6. FINAL CLEANUP

NO.	DATE	REVISION	APP.



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03/19/2012



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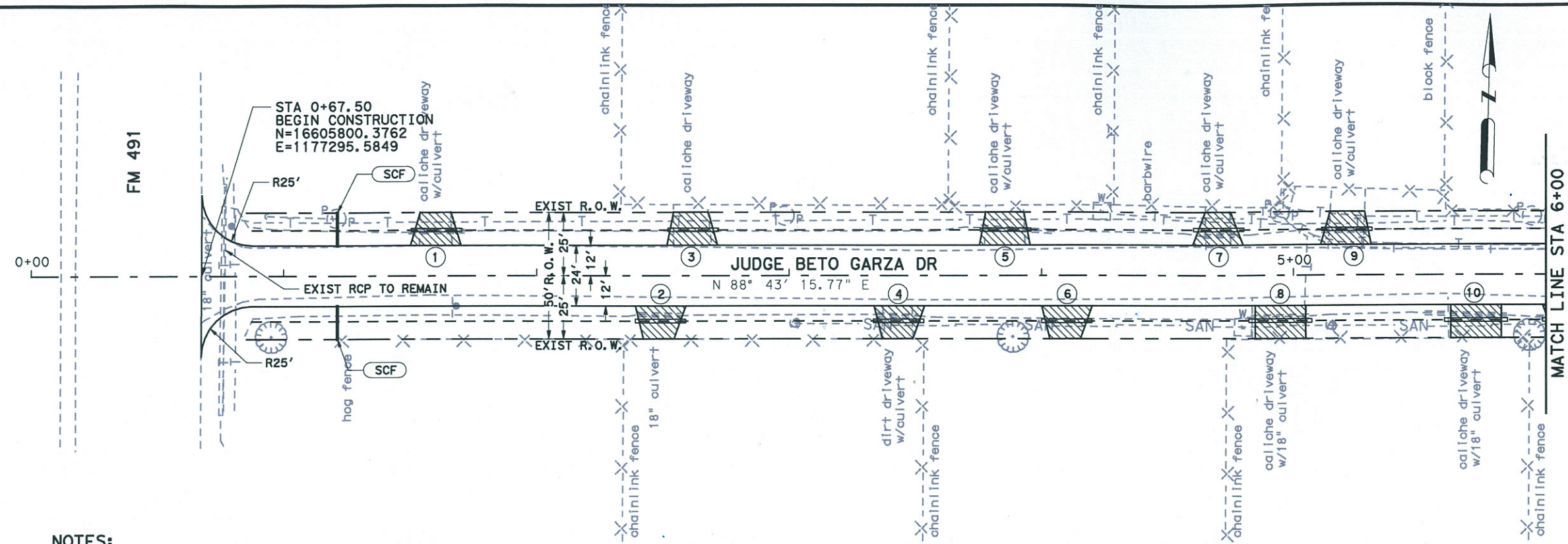
NORTH CAPISALLO

**TRAFFIC CONTROL PLAN  
TYPICAL SECTIONS**

N. T. S.		SHEET 1 OF 1	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 7	
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ 2C-1080-495	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR	

**LEGEND**

- GAS — EXIST GAS LINE
- T — EXIST UG PHONE LINE
- W — EXIST WATER LINE
- x-x-x-x- EXIST CHAINLINK FENCE
- [Hatched Box] ASPHALT DRIVEWAY
- [Dotted Box] CONCRETE DRIVEWAY
- - - - - PROP DITCH
- (\*) DRIVEWAY ID NUMBER
- (M) EXIST MAILBOX
- (W) EXIST WATER METER
- (V) EXIST WATER VALVE
- (P) EXIST POWER POLE
- (F) EXIST FIRE HYDRANT
- (T) EXIST TELEPHONE BOX
- (G) EXIST GAS METER
- (SCF) TEMP SED CTRL FENCE

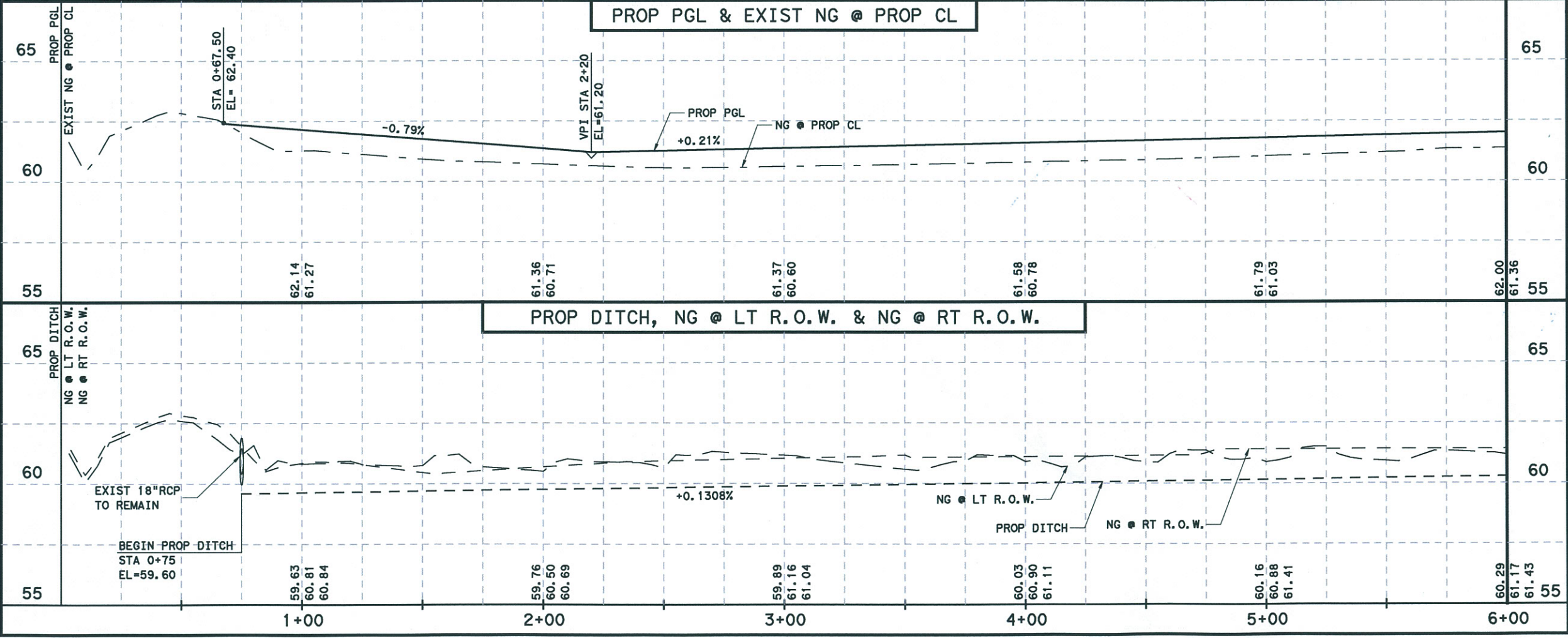


**NOTES:**

- EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
- MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
- CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
- PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
- STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
- CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

**BM DATA:**

BM#1 NAIL STA 7+69.8 OFFSET 6.3' RT EL=61.80'	BM#2 NAIL STA 10+54.7 OFFSET 10' RT EL=62.10
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NO.	DATE	REVISION	APP.



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03/19/2012



HIDALGO COUNTY

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Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(956) 424-7898

NORTH CAPISALLO

**PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

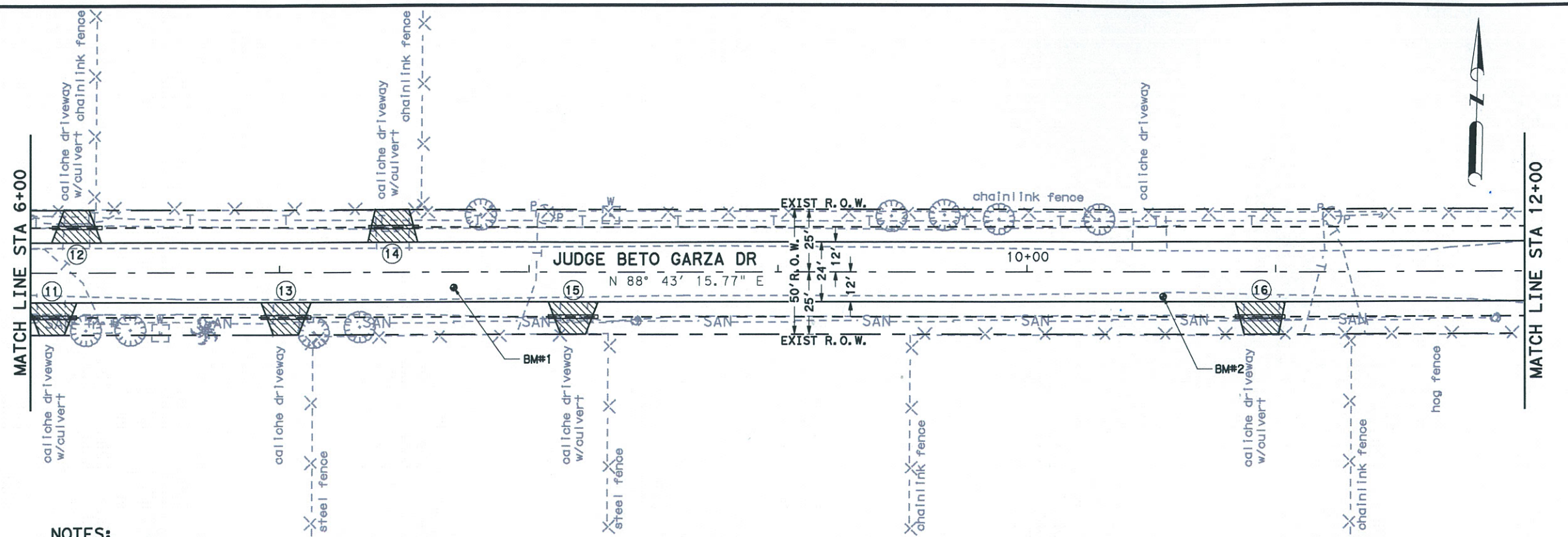
SHEET 1 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 8
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR

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**LEGEND**

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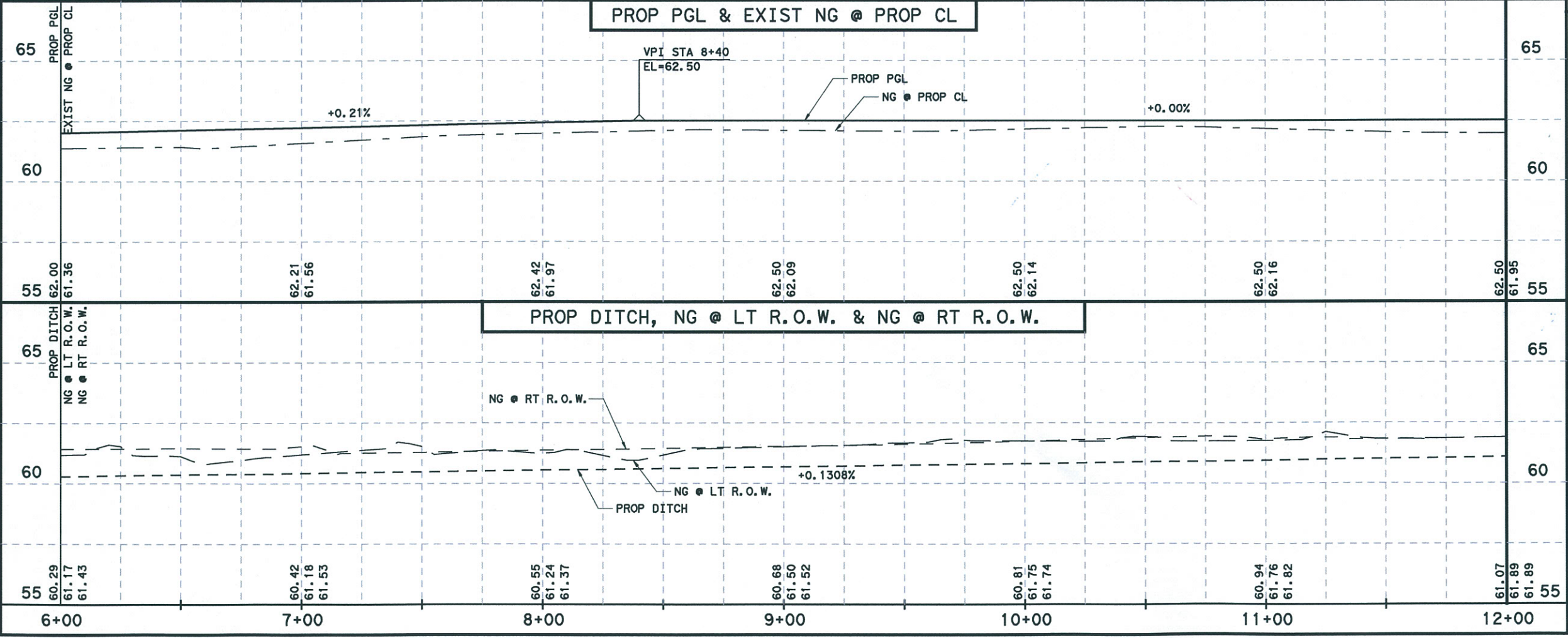


**NOTES:**

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2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
5. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING.

**BM DATA:**

BM#1 NAIL STA 7+69.8 OFFSET 6.3' RT EL=61.80'	BM#2 NAIL STA 10+54.7 OFFSET 10' RT EL=62.10
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NO.	DATE	REVISION	APP.



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HIDALGO COUNTY

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Mission, Texas 78572  
(936) 424-7898

NORTH CAPISALLO

**PLAN & PROFILE**


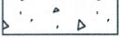









SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

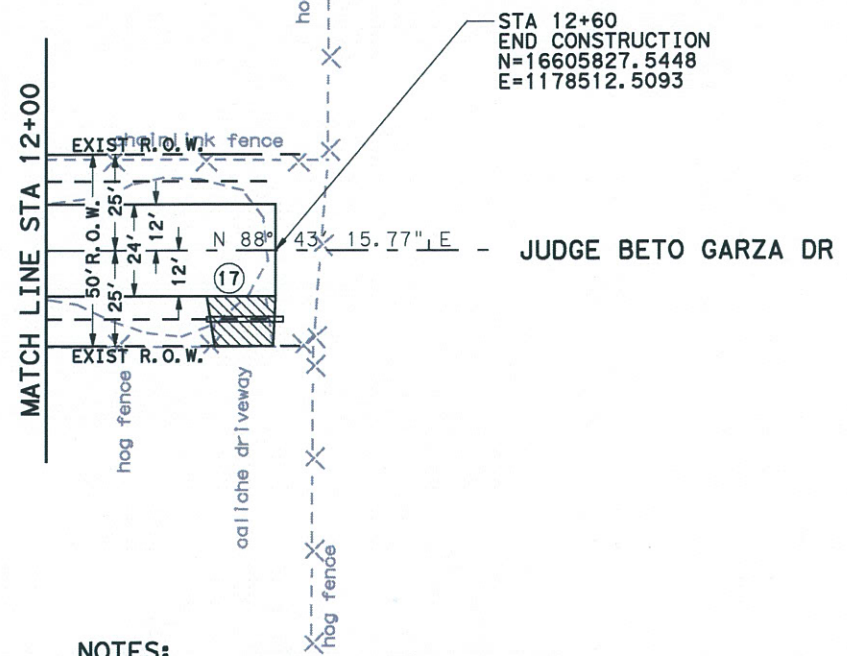
SHEET 2 OF 3

FED. RD. DIV. NO. 6	PROJECT NO. 2C-1080-495	SHEET NO. 9
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR

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**LEGEND**

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-  EXIST TELEPHONE BOX
-  EXIST GAS METER
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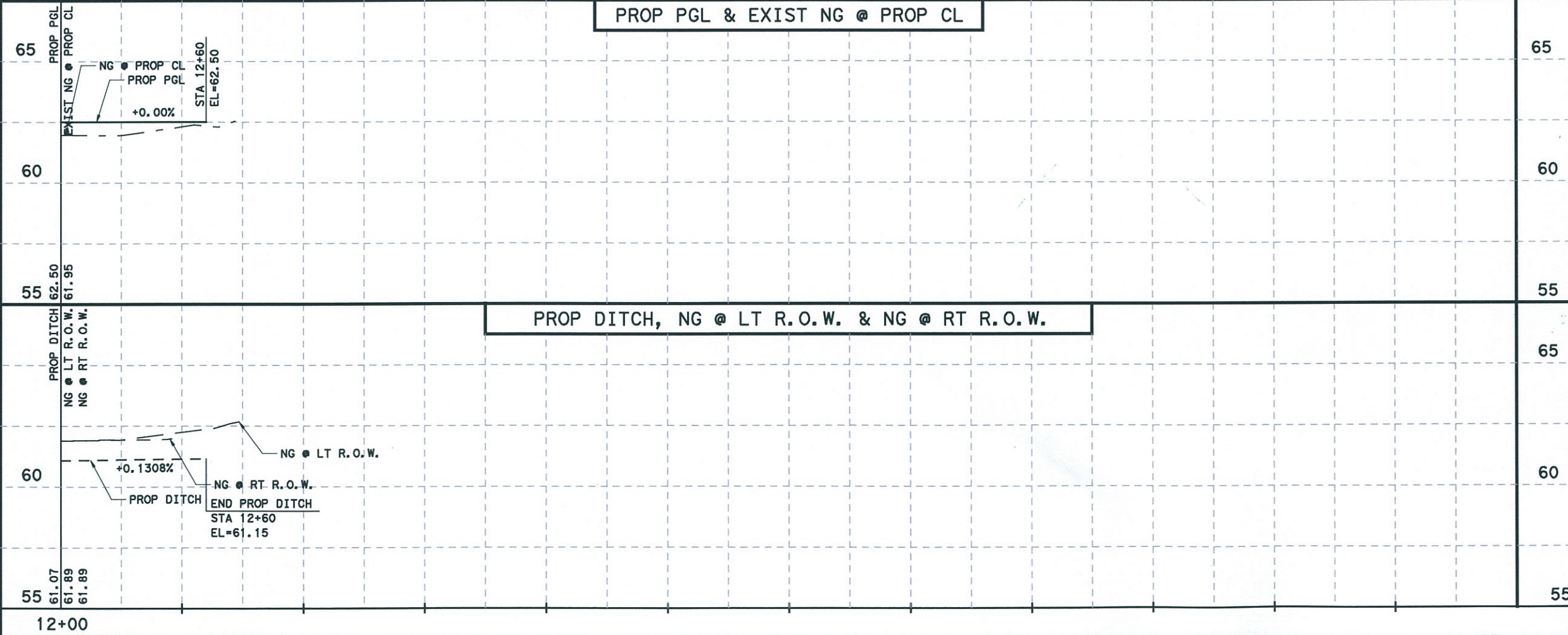


**NOTES:**

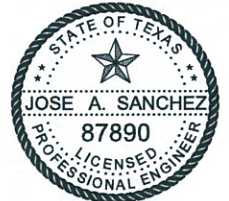
1. EXISTING ABOVE GROUND UTILITIES AND TOPOGRAPHY HAVE BEEN PLOTTED BY DIRECT FIELD INFORMATION AND AS SPOTTED BY UTILITY LOCATE REQUEST. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN WATER LINES, IRRIGATION LINES, FORCE MAINS, SPRINKLER SYSTEMS, GAS LINES, POWER LINES, TELEPHONE CABLES, AND/OR ANY OTHER UTILITIES.
2. MAILBOXES AND SIGNS TO BE ADJUSTED/REPLACED/RELOCATED DURING CONSTRUCTION. ITEMS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. UNLESS OTHERWISE SPECIFIED IN THE PLANS, TREES OR OTHER OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
4. CONTRACTOR SHALL SEED ALL NON-PAVED AREAS WITHIN R.O.W.
5. PROPOSED SIDE DRAINS TO BE INSTALLED WITH MINIMUM COVER FROM BOTTOM OF ASPHALT AS FOLLOWS:  
RESIDENTIAL AND COMMERCIAL DRIVEWAYS: 6"  
COUNTY AND CITY ROADWAYS: 15"
6. STATIONS/OFFSETS MEASURED FROM CENTERLINE OF ROAD TO CENTER OF DRAINAGE STRUCTURES.
7. CONTRACTOR SHALL PERFORM TS OWN CONSTRUCTION STAKING.

**BM DATA:**


BM#1 NAIL STA 7+69.8 OFFSET 6.3' RT EL=61.80'	BM#2 NAIL STA 10+54.7 OFFSET 10' RT EL=62.10
---	--




NO.	DATE	REVISION	APP.



*Jose A. Sanchez*



**HIDALGO COUNTY**



**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78372  
(936) 424-7898

**NORTH CAPISALLO**

**PLAN & PROFILE**

SCALE:  
HORZ: 1" = 50'  
VERT: 1" = 5'

SHEET 3 OF 3

FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 10
STATE TEXAS	DIST. PHR	COUNTY HIDALGO
CSJ	PCT 1	HIGHWAY NO. JUDGE BETO GARZA DR

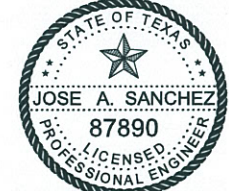
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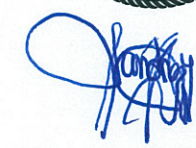
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NORH CAPIHALLO								
ID	STATION	OFFSET	EXISTING STRUCTURE	EXISTING DRIVEWAY DESCRIPTION	556	0496-2016	0530-2010	0530-2011
					ADS PIPE 15"	REMOV STR (PIPE)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
					LF	LF	SY	SY
1	1+60	LT	18" RCP	UNPAVED	20	20		24
2	2+48	RT	18" RCP	UNPAVED	20	16		24
3	2+61	LT		UNPAVED	20			25
4	3+43	RT	18" RCP	UNPAVED	20	16		24
5	3+85	LT	18" RCP	UNPAVED	20	28		26
6	4+09	RT		UNPAVED	20			24
7	4+70	LT	18" RCP	UNPAVED	20	12		22
8	4+95	RT	18" RCP	UNPAVED	20	24		29
9	5+21	LT	18" RCP	UNPAVED	20	18		25
10	5+72	RT	18" RCP	UNPAVED	20	32		29
11	6+08	RT	18" RCP	UNPAVED	20	20		22
12	6+18	LT	18" RCP	UNPAVED	20	14		22
13	7+02	RT		UNPAVED	20			22
14	7+45	LT	18" RCP	UNPAVED	20	10		25
15	8+18	RT		UNPAVED	20	16		22
16	10+94	RT	18" RCP	UNPAVED	20	20		25
<b>TOTAL</b>					<b>320</b>	<b>246</b>	<b>0</b>	<b>390</b>

DRIVEWAY NOTES:  
 ASPHALT THICKNESS = 1.5"  
 CONCRETE THICKNESS = 4"  
 FLEXIBLE BASE THICKNESS = 6"


NO.	DATE	REVISION	APP.




03/19/2012



**HIDALGO COUNTY**



**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78572  
 (956) 424-7898

**NORTH CAPIHALLO**



**DRIVEWAY TABLES**

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		11
STATE	DIST.	COUNTY
TEXAS	PHR	HIDALGO
CSJ	PCT	HIGHWAY NO.
2C-1080-495	1	JUDGE BETO GARZA DR

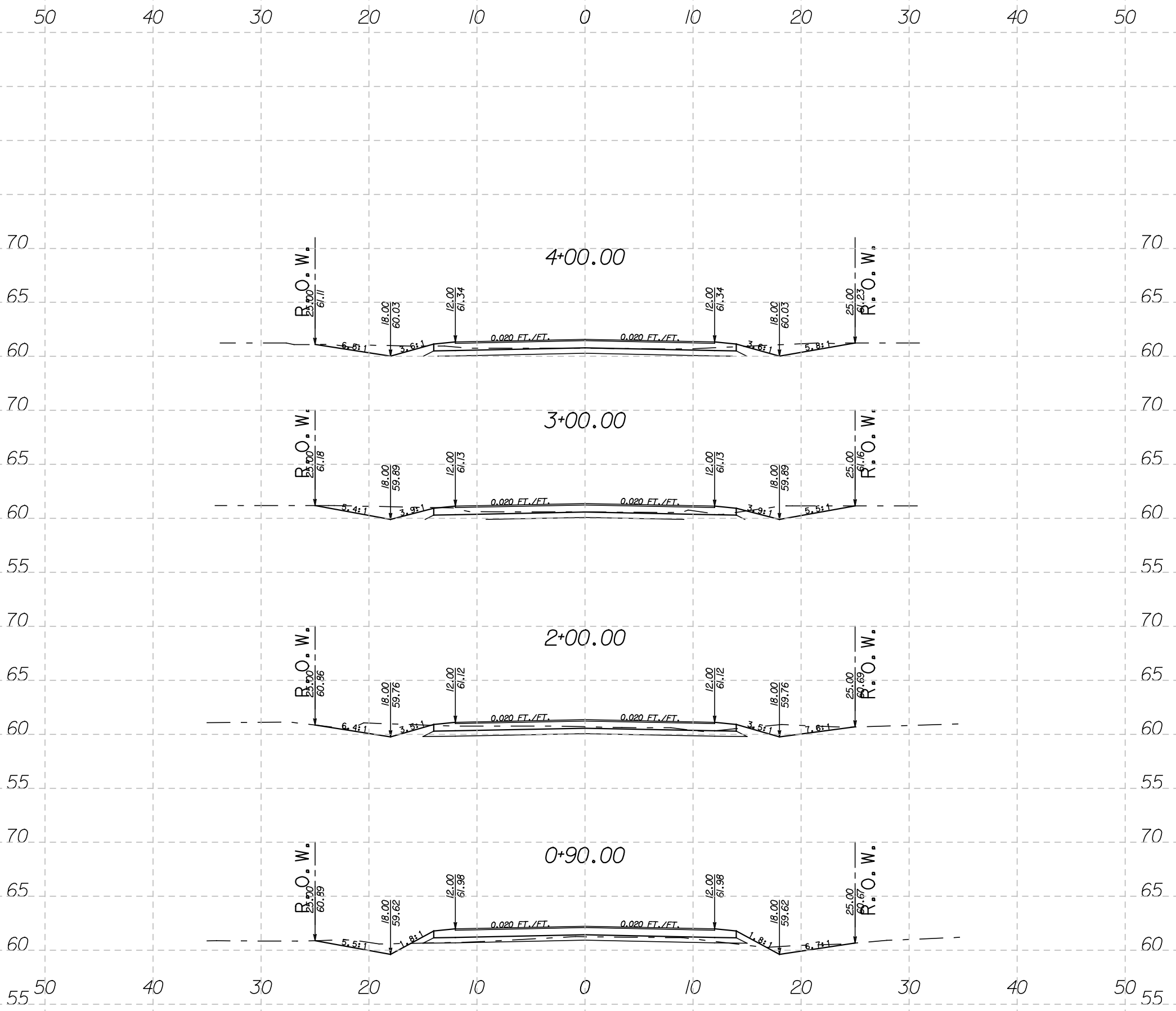
# FOR CONTRACTOR'S INFORMATION ONLY

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	
		0+90.00 PROP					
	Excavation	10.1	0.0	0	0	1.00	
	Fill			0	1.00	0	
			EXIST				
	Excavation	0.0	8.0	0	0	1.00	
	Fill			0	1.00	0	
		2+00.00 PROP					
	Excavation	0.3	0.0	0	0	1.00	
	Fill			21	1.00	-21	
			EXIST				
	Excavation	0.0	17.7	52	52	1.00	
	Fill			0	1.00	31	
		3+00.00 PROP					
	Excavation	0.2	0.0	0	0	1.00	
	Fill			1	1.00	30	
			EXIST				
	Excavation	0.0	18.2	66	66	1.00	
	Fill			0	1.00	96	
		4+00.00 PROP					
	Excavation	0.1	0.0	0	0	1.00	
	Fill			1	1.00	95	
			EXIST				
	Excavation	0.0	14.1	60	60	1.00	
	Fill			0	1.00	155	
		5+00.00 PROP					
	Excavation	0.1	0.0	0	0	1.00	
	Fill			1	1.00	154	
			EXIST				
	Excavation	0.0	16.3	56	56	1.00	
	Fill			0	1.00	210	
		6+00.00 PROP					
	Excavation	0.7	0.0	0	0	1.00	
	Fill			2	1.00	208	
			EXIST				
	Excavation	0.0	17.6	63	63	1.00	
	Fill			0	1.00	271	
		7+00.00 PROP					
	Excavation	1.1	0.0	0	0	1.00	
	Fill			3	1.00	268	
			EXIST				
	Excavation	0.0	13.9	58	58	1.00	
	Fill			0	1.00	326	
		8+00.00 PROP					
	Excavation	3.0	0.0	0	0	1.00	
	Fill			8	1.00	318	
			EXIST				
	Excavation	0.0	12.1	48	48	1.00	
	Fill			0	1.00	366	
		9+00.00 PROP					
	Excavation	0.3	0.0	0	0	1.00	
	Fill			6	1.00	360	
			EXIST				
	Excavation	0.0	16.3	53	53	1.00	
	Fill			0	1.00	413	
		10+00.00 PROP					
	Excavation	0.2	0.0	0	0	1.00	
	Fill			1	1.00	412	
			EXIST				
	Excavation	0.0	21.1	69	69	1.00	
	Fill			0	1.00	481	
		11+00.00 PROP					
	Excavation	0.3	0.0	0	0	1.00	
	Fill			1	1.00	480	
			EXIST				
	Excavation	0.0	20.0	76	76	1.00	
	Fill			0	1.00	556	
		12+00.00 PROP					
	Excavation	0.3	0.0	0	0	1.00	
	Fill			1	1.00	555	
			EXIST				
	Excavation	0.0	15.8	66	66	1.00	
	Fill			0	1.00	621	
		12+58.00 PROP					
	Excavation	0.0	0.0	0	0	1.00	
	Fill			0	1.00	621	
			EXIST				
	Excavation	0.0	36.2	56	56	1.00	
	Fill			0	1.00	677	
	G R A N D S U M M A R Y T O T A L S						
	Material Name		Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor		
	Excavation	PROP	0	0	1.00		
	Fill		46	46	1.00		
	Excavation	EXIST	723	723	1.00		
	Fill		0	0	1.00		

NO.	DATE	REVISION		APP.			
 <b>HIDALGO COUNTY</b>							
 <b>TEDSI INFRASTRUCTURE GROUP</b> <i>Consulting Engineers</i> 1201 E. Expressway 83 Mission, Texas 78372 (956) 424-7898							
<b>NORTH CAPISALLO</b>  <b>EARTHWORK</b>							
SHEET 1 OF 1							
FED. RD. DIV. NO.	PROJECT NO.					SHEET NO.	
6						12	
STATE	DIST.	COUNTY					
TEXAS	PHR	HIDALGO					
CSJ		PCT	HIGHWAY NO.				
2C-1080-495		1	JUDGE BETO GARZA DR				

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# FOR CONTRACTOR'S INFORMATION ONLY



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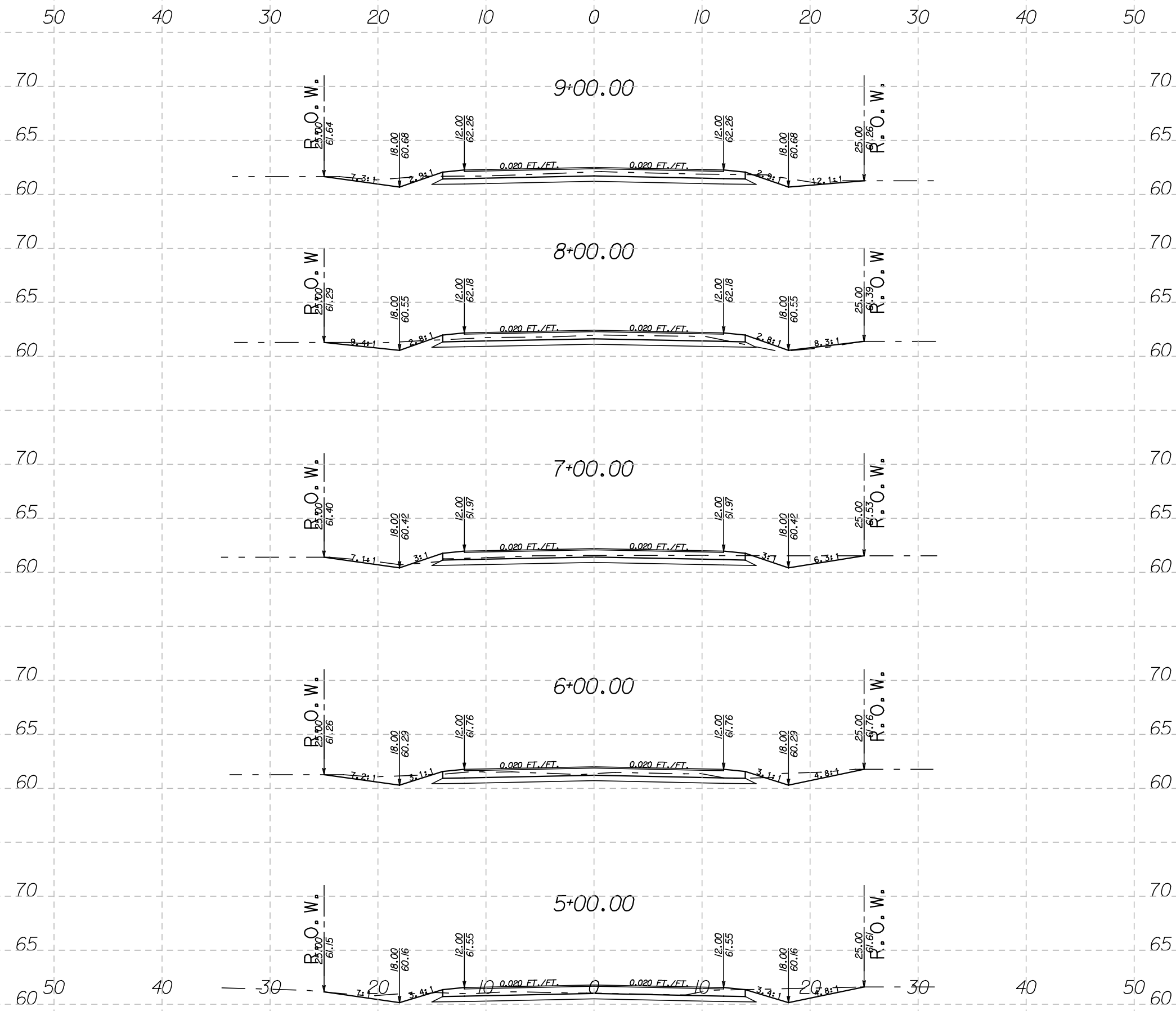
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**NORTH CAPISALLO**

**ROADWAY CROSS-SECTIONS**

N. T. S.		PROJECT NO.	SHEET NO.
FED. RD. DIV. NO.	6		13
STATE	TEXAS	DIST.	PHR
		COUNTY	HIDALGO
CSJ	PCT	HIGHWAY NO.	
2C-1080-495	1	JUDGE BETO GARZA DR	

# FOR CONTRACTOR'S INFORMATION ONLY



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NO.	DATE	REVISION	APP.



**HIDALGO COUNTY**

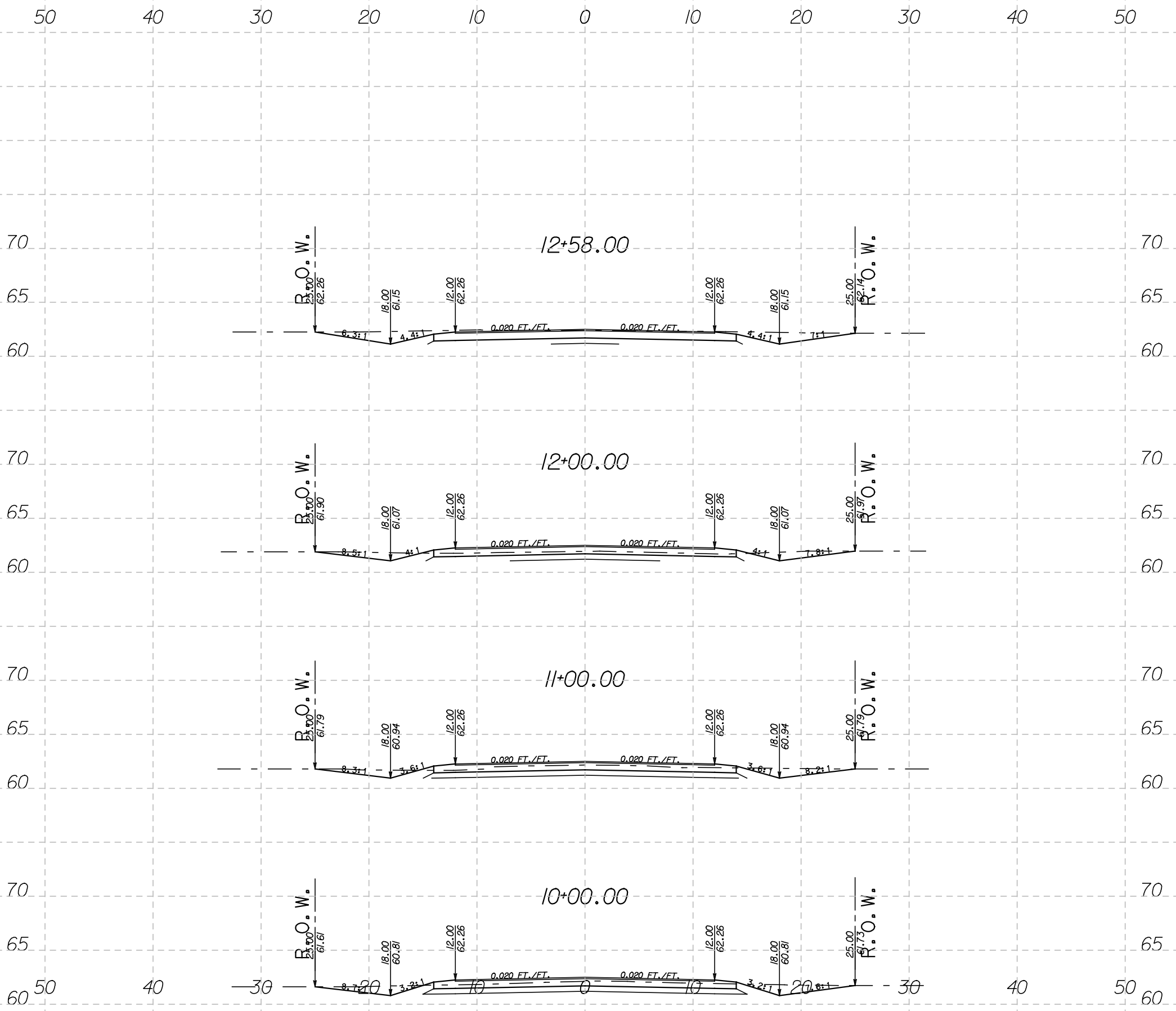
**TEDSI INFRASTRUCTURE GROUP**  
 Consulting Engineers  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (956) 424-7898

**NORTH CAPISALLO**

**ROADWAY CROSS-SECTIONS**

N. T. S.		PROJECT NO.	SHEET NO.
FED. RD. DIV. NO.	6		14
STATE	TEXAS	DIST.	PHR
		COUNTY	HIDALGO
CSJ	PCT	HIGHWAY NO.	
2C-1080-495	1	JUDGE BETO GARZA DR	

# FOR CONTRACTOR'S INFORMATION ONLY



NO.	DATE	REVISION	APP.



**TEDSI INFRASTRUCTURE GROUP**  
*Consulting Engineers*  
 1201 E. Expressway 83  
 Mission, Texas 78372  
 (936) 424-7898

**NORTH CAPISALLO**

**ROADWAY  
CROSS-SECTIONS**

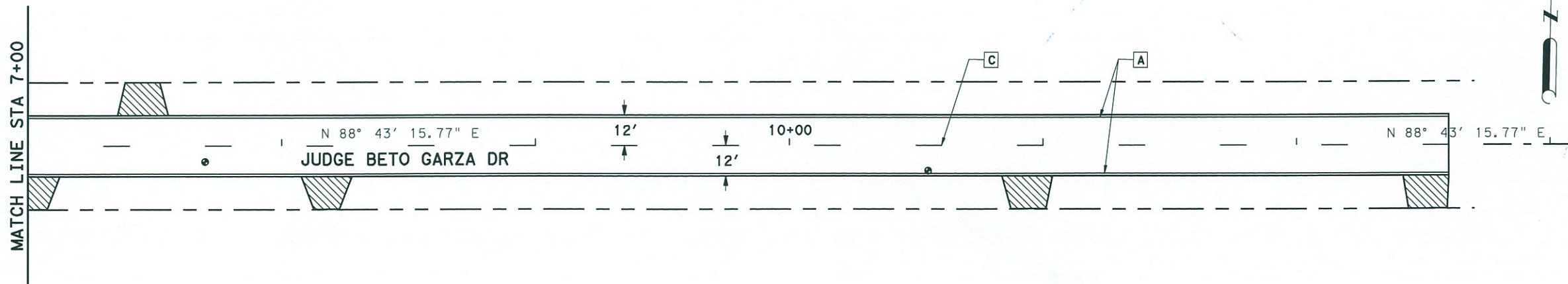
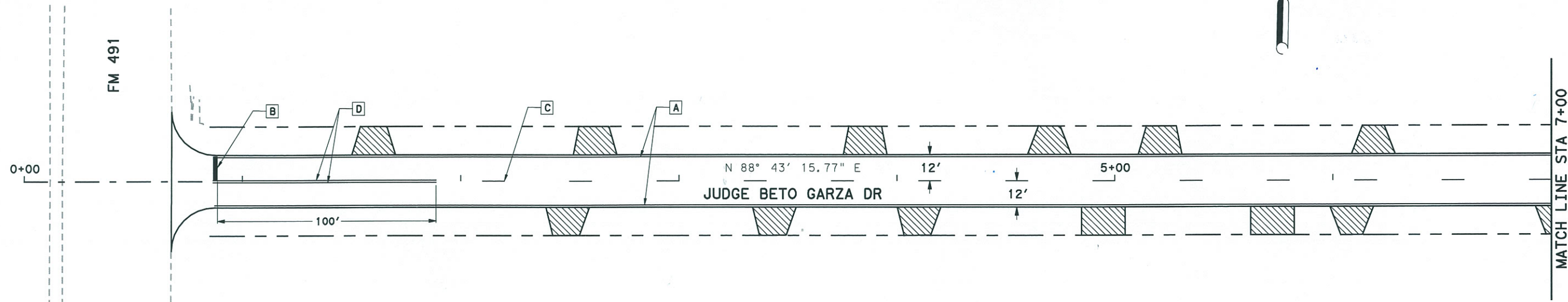
N. T. S.		PROJECT NO.	SHEET NO.
FED. RD. DIV. NO. 6			15
STATE TEXAS	DIST. PHR	COUNTY HIDALGO	
CSJ	PCT	HIGHWAY NO.	
2C-1080-495	1	JUDGE BETO GARZA DR	

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**PAVEMENT MARKINGS LEGEND**

(REFL PAV MRK TYPE 1) (100 MIL)


- A (W) (04") (SLD)
- B (W) (24") (SLD)
- C (Y) (04") (BRK)
- D (Y) (04") (SLD)




NO.	DATE	REVISION	APP.



*[Signature]*  
03/19/2012



**HIDALGO COUNTY**



**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78572  
(936) 424-7898

**NORTH CAPISALLO**

**PAVEMENT MARKINGS**

SHEET 1 OF 1

FED. RD. DIV. NO. <b>6</b>	PROJECT NO.	SHEET NO. <b>16</b>
STATE <b>TEXAS</b>	DIST. <b>PHR</b>	COUNTY <b>HIDALGO</b>
CSJ	PCT <b>1</b>	HIGHWAY NO. <b>JUDGE BETO GARZA DR</b>
2C-1080-495		

3/19/2012 4:42:45 PM P:\2009\2009-1027-02 HCBGAP III Additional Coloni\as\Des\gn\04 North Capisallo\Roadway\NC-spm.dgn

SITE DESCRIPTION

PROJECT LIMITS: North Capisallo Subdivision: Judge Beto Garza Dr-1192.5'

PROJECT SITE MAPS: \*Project Location Map: Title Sheet (Sheet 1)  
\*Approx. Slopes Anticipated After Major Gradients and Areas of Soil Disturbance: Typ Sects (Sheet 5)  
\*Major Controls and Locations of Stabilization Practices: SW3P Site Map Sheets (Sheets 8-10)  
\*Project Specific Locations: To be specified by Project Field Office and located in the Project SW3P File

PROJECT DESCRIPTION: Construction will consist of hot mix asphalt, flexible base, subgrade and roadside ditches.

MAJOR SOIL DISTURBING ACTIVITIES: Roadway reconstruction

TOTAL PROJECT AREA: 1.36 Acres

TOTAL AREA TO BE DISTURBED: 1.36 Acres (100%)

WEIGHTED RUNOFF COEFFICIENT:  
Before Construction: 0.30  
After Construction: 0.59

EXISTING CONDITION OF SOIL & VEGETATIVE  
Existing dirt roadway (41%), Short grass between edge of pavement and ROW 59%

NAME OF RECEIVING WATERS:  
Drainage from site drains into the IBWC Levee System which eventually empties into the lower Laguna Madre.

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORICAL PROPERTY:  
A. No Endangered Species. Designated Critical Habitat or Historic Property has not been found on this project site.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T TEMPORARY SEEDING
- MULCHING (Hay or Straw)
- BUFFER ZONES
- PLANTING
- SEEDING
- SODDING
- PRESERVATION OF NATURAL RESOURCES
- FLEXIBLE CHANNEL LINER
- RIGID CHANNEL LINER
- SOIL RETENTION BLANKET
- COMPOST MANUFACTURED COMPOST
- OTHER: (Specify Practice)

STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T SILT FENCES
- HAY BALES
- ROCK FILTER DAMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- DIVERSION DIKE AND SWALE COMBINATIONS
- PIPE SLOPE DRAINS
- PAVED FLUMES
- ROCK BEDDING AT CONSTRUCTION EXIT
- TIMBER MATTING AT CONSTRUCTION EXIT
- CHANNEL LINERS
- SEDIMENT TRAPS
- SEDIMENT BASINS
- STORM INLET SEDIMENT TRAP
- STONE OUTLET STRUCTURES
- CURBS AND GUTTERS
- STORM SEWERS
- VELOCITY CONTROL DEVICES
- OTHER: (Specify Practice)

STORM WATER MANAGEMENT:

Storm water drainage is provided by existing open ditches and culverts. System will carry drainage within the ROW to designated outfalls

STORM WATER MANAGEMENT ACTIVITIES:

The order of activities will be as follows:  
1. Install perimeter controls, clear R.O.W. on side where construction will take place, and make required utility adjustments  
2. Install proposed culverts, install sediment control fence as specified in plans.  
3. Construct proposed roadway.  
4. Once all construction activity is complete, permanent seeding on proposed areas shall be done according to plans or as instructed by the engineer.

NON-STORM WATER MANAGEMENT DISCHARGES:

Non-storm water discharges should be filtered, or held in retention basins, before being allowed to mix with storm water. These discharges consist of non-polluted ground water, spring water, foundation and/or footing drain water, and water used for dust control, pavement washing and vehicle wastewater containing no detergents.

OTHER REQUIREMENTS & PRACTICES

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.

INSPECTION: For areas of the construction site that have not been finally stabilized, area used for storage of materials, structural control measures, and locations where vehicles enter or exit the site, personnel provided by the permittee and familiar with the SW3P must inspect disturbed areas at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event 0.5 inches or greater.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

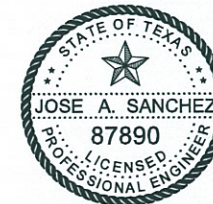
HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Aids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING: The Contractor shall be required, on a regular basis or as may be directed by the Engineer, to dampen haul roads for dust control, stabilize construction entrances and to remove excess dirt from the roadway.

MANAGEMENT PRACTICES: (Example Below - May be used as applicable, revised or expanded)  
1. Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed.  
2. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.  
3. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, or debris or other obstructions placed during construction operations that are not a part of the finished work.

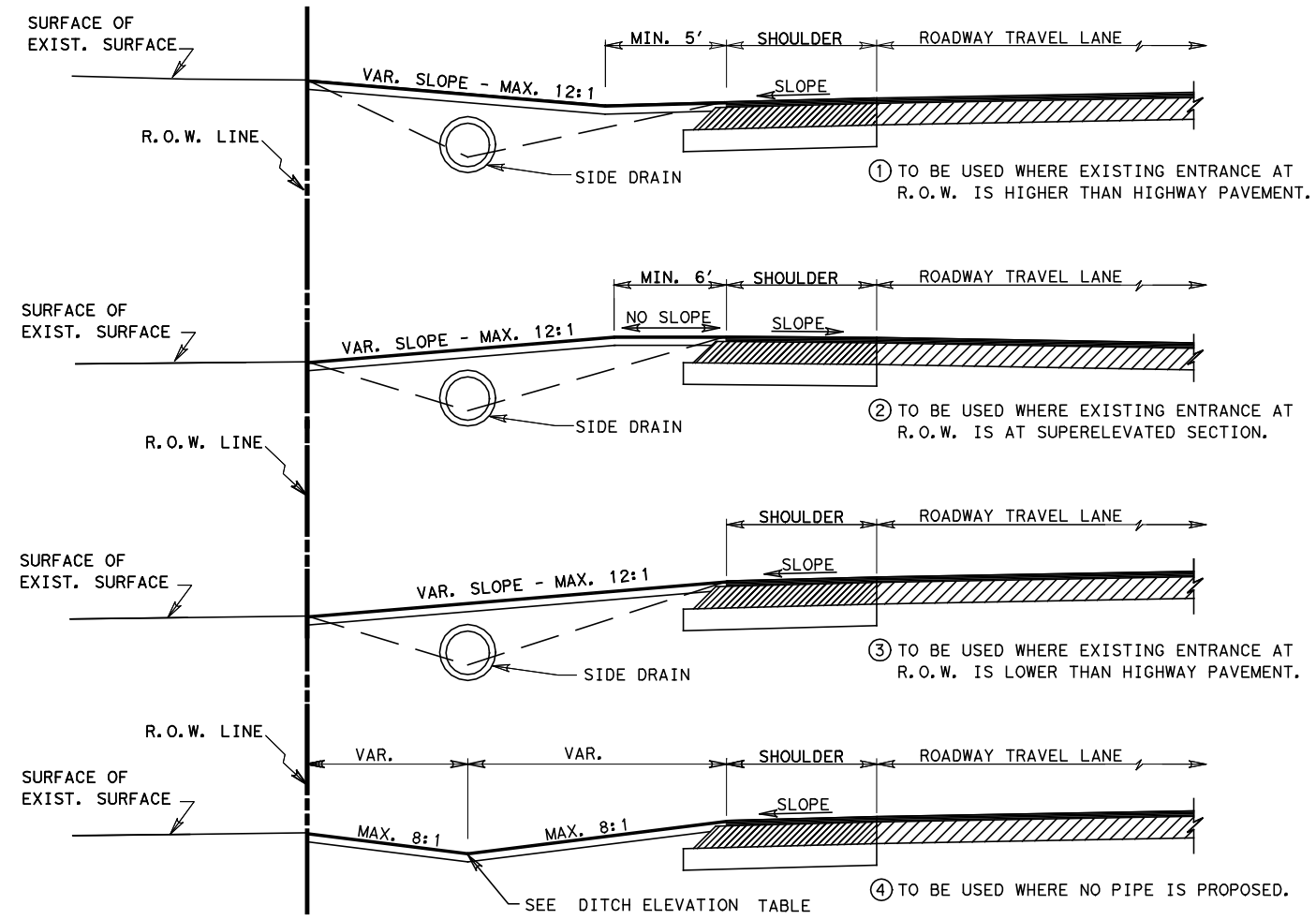
OTHER:  
1. Construction materials stored on site to be provided by Project Field Office.  
2. The project SW3P File located at the project field office shall contain the Small Construction Site Notice and any additional permits required by T.E.C.O.



*Handwritten signature and date: 03/19/2012*

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**TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)**

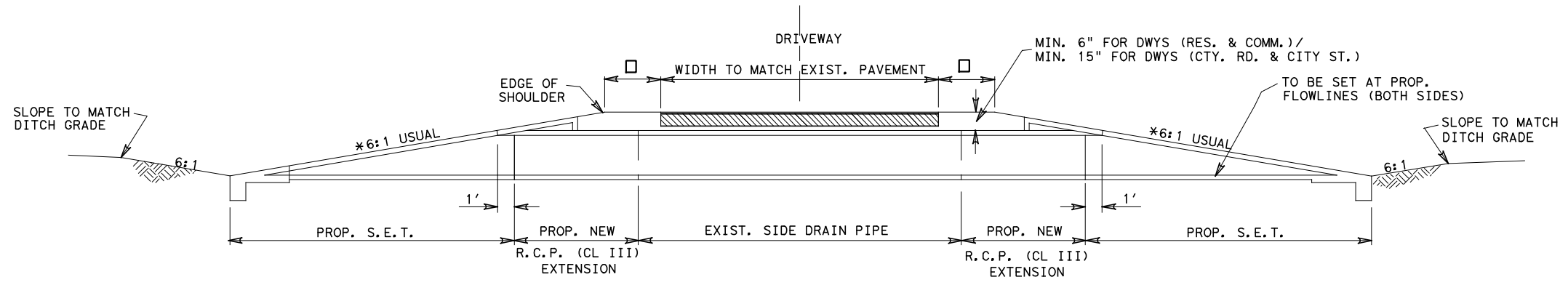
REV. 4/04		SW3P.DGN	
FED. RD. DIV. NO. 6	PROJECT NO.	SHEET NO. 17	
STATE TEXAS	DIST. PHARR	COUNTY HIDALGO	
CONT. 2C	SECT. 1080	JOB 230	HIGHWAY NO. VARIOUS



**NOTES:**

- ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.
- ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.
- ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.
- EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.
- PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.
- 114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH  
171 #/SY ACP (COMPACTED) IS EQUAL TO 1/2 IN. DEPTH.
- SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
- SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.
- AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.
- THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

**TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G**



- - 1' MIN. ON DRIVEWAYS (RES. & COMM.)  
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)
- \* - 6:1 SLOPE USUAL  
UNLESS OTHERWISE NOTED ON PLANS

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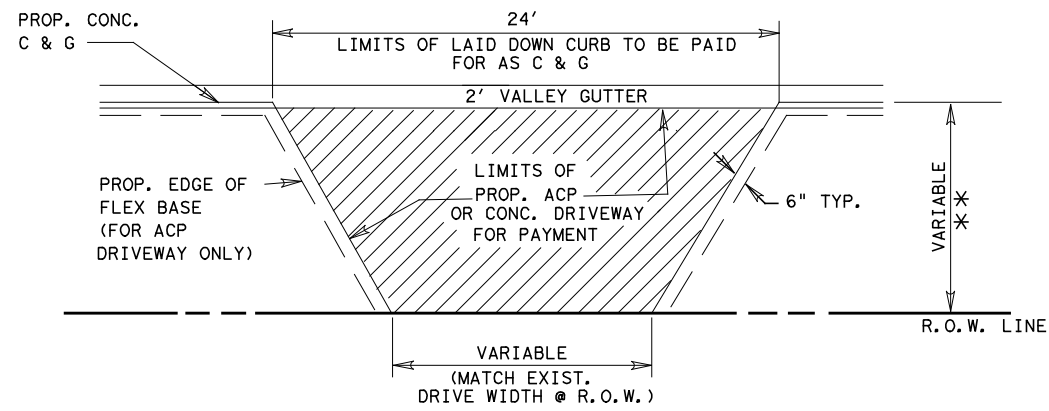


**DRIVEWAY PROFILE DETAILS**

REV. 4/05 DRIVEWAY1.DGN

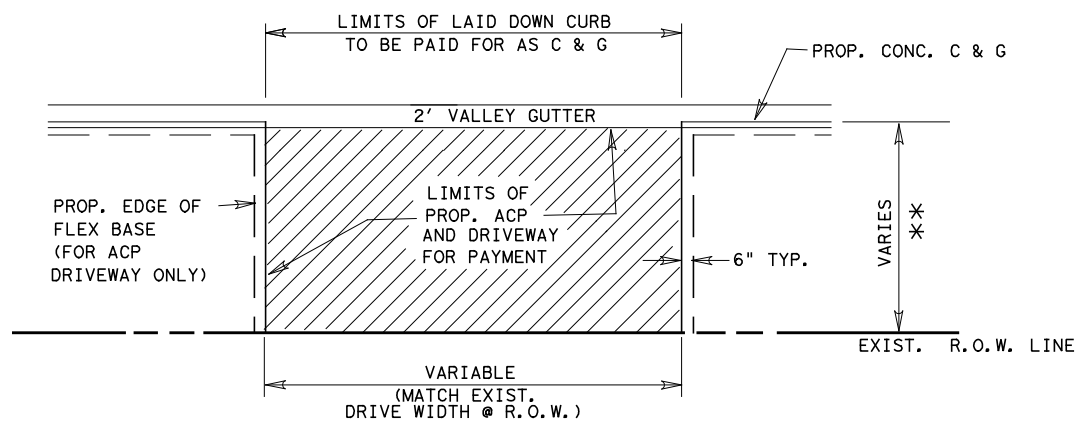
FED. RD. DIST. NO.	STATE AID PROJECT NO.	FILE NO.	SHEET NO.
6			18
STATE	STATE DIST. NO.	COUNTY	CONT. SECT. JOB HIGHWAY NO.
TEXAS	PHR	HIDALGO	2C 1080 495 BETO GARZA

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH LESS THAN 24')

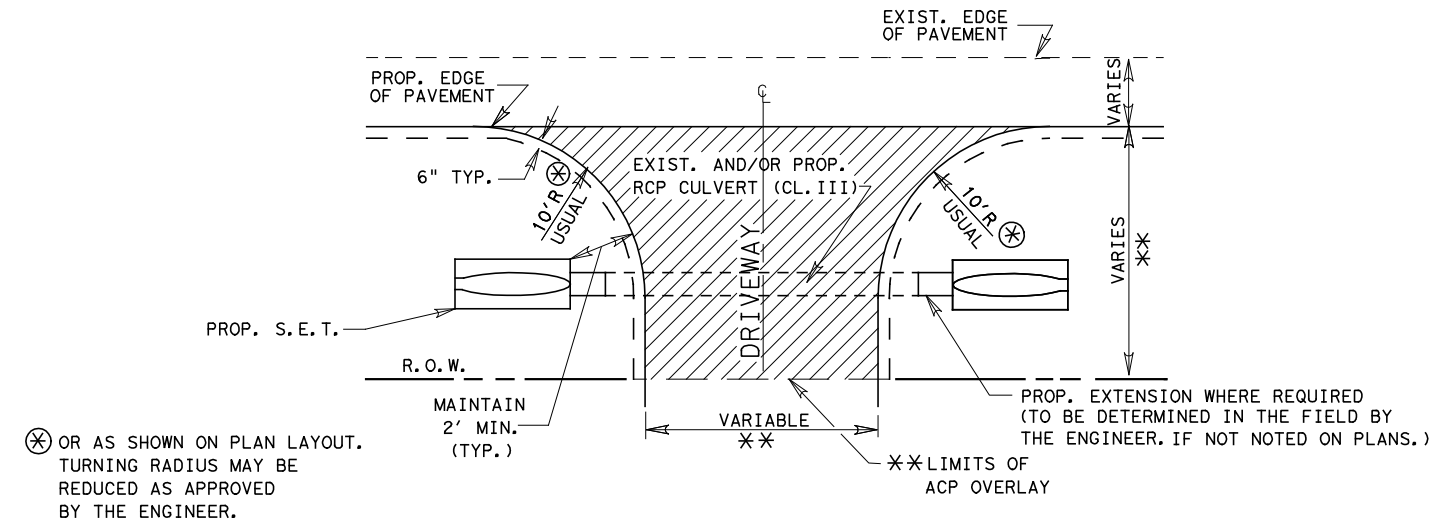
\*\* SEE P&P SHEETS



PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

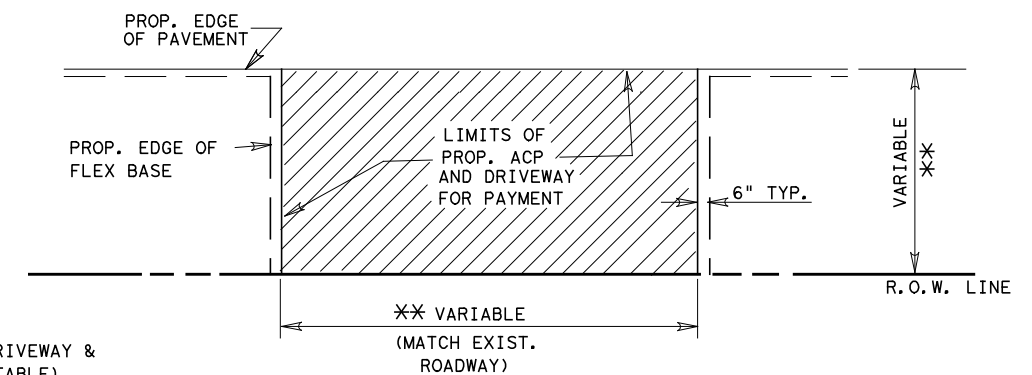
PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

\*W/DRIVEWAY WIDTH LESS THAN 24'

⊗ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

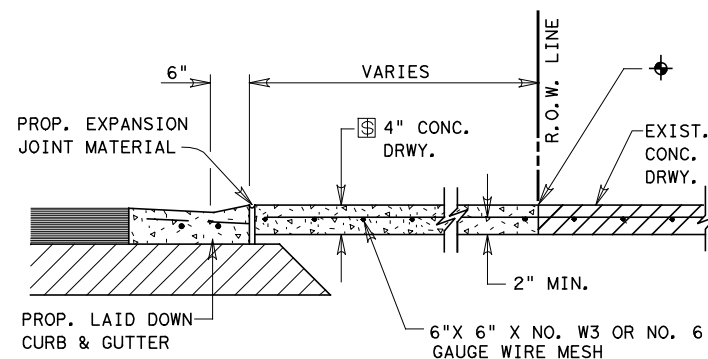


PLAN OF PRIVATE AND COMMERCIAL DRIVES  
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N. T. S.

\*\* FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER

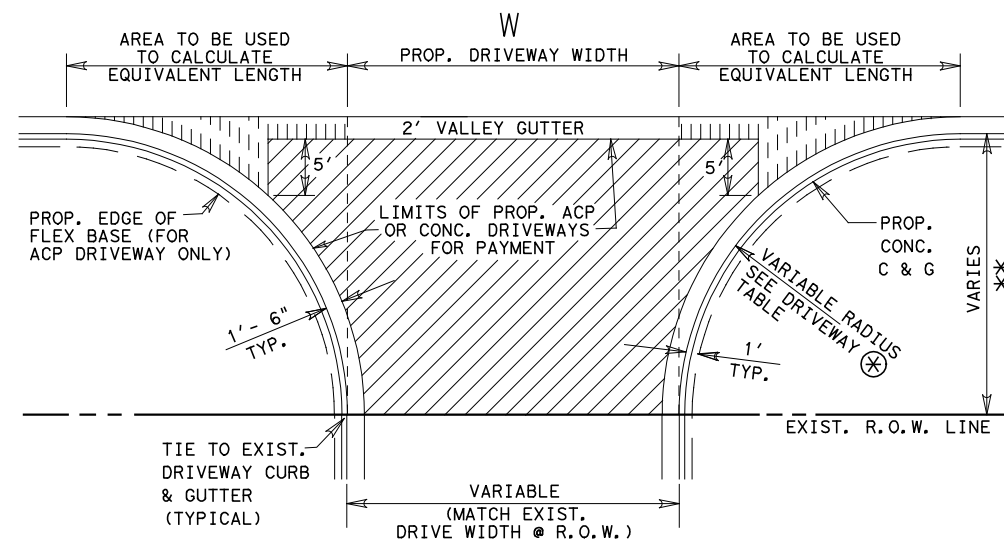


TYPICAL CONCRETE DRIVEWAY SECTION

◆ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

⊞ 6" FOR COMMERCIAL DRIVES

N. T. S.



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N. T. S.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2')
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

- TY PRB-1  
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY "D")
- TY PB-1  
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.
- TY P1  
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY "D".

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**TEXAS DEPARTMENT OF TRANSPORTATION**

**DRIVEWAY DETAILS**

**PRIVATE**

**(RESIDENTIAL-COMMERCIAL)**

REV. 4/05	DRIVEWAY2.DGN
FED. RD. DIV. NO. 6	PROJECT NO.
STATE DIST. NO. TEXAS	FILE NO.
STATE COUNTY COUNTY	SHEET NO. 19
CONT. SECT. JOB HIGHWAY NO.	
2C 1080 495	BETO GARZA

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Barricade and Construction (BC) Standard Sheets General Notes:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

Worker Safety Apparel Notes:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes prequalified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
 Traffic Operations Division - TE  
 Phone (512) 416-3134

WEB ADDRESSES FOR REFERENCED DOCUMENTS

- Compliant Work Zone Traffic Control Devices List (CWZTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)  
<http://www.txdot.gov/publications/traffic.htm>
- Standard Highway Sign Designs for Texas (SHSD)  
<http://www.txdot.gov/publications/traffic.htm>
- Traffic Engineering Standard Sheets  
<http://www.txdot.gov/business/discclaim.htm>
- Material Producer List  
[http://www.txdot.gov/business/producer\\*list.htm](http://www.txdot.gov/business/producer*list.htm)
- Departmental Material Specifications (DMS)  
[http://www.txdot.gov/services/construction/material\\*specifications/](http://www.txdot.gov/services/construction/material*specifications/)
- Roadway Design Manual  
[http://www.txdot.gov/services/general\\*services/manuals.htm](http://www.txdot.gov/services/general*services/manuals.htm)



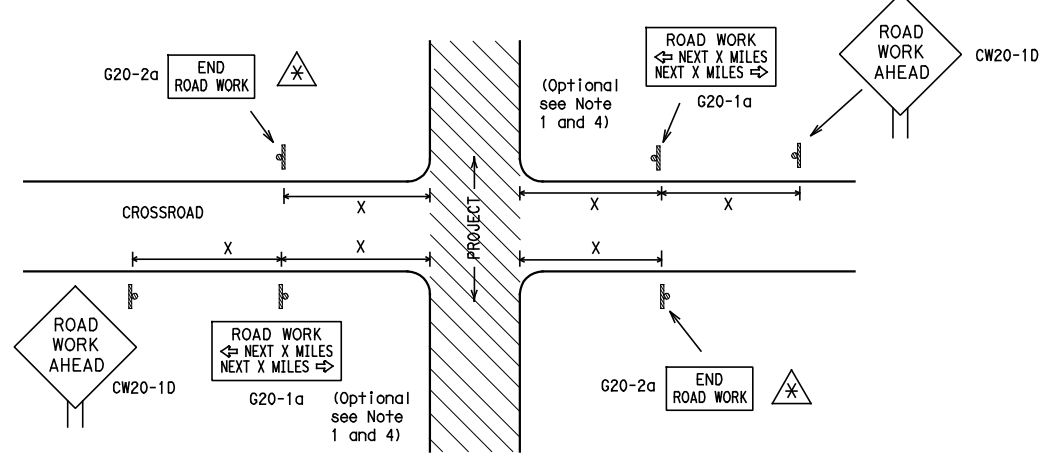
**BARRICADE AND CONSTRUCTION  
 GENERAL NOTES  
 AND REQUIREMENTS**

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4-03	REVISIONS	CONT	SECT	JOB	HIGHWAY
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		DIST	COUNTY	SHEET NO.	
		PHR	HIDALGO	20	

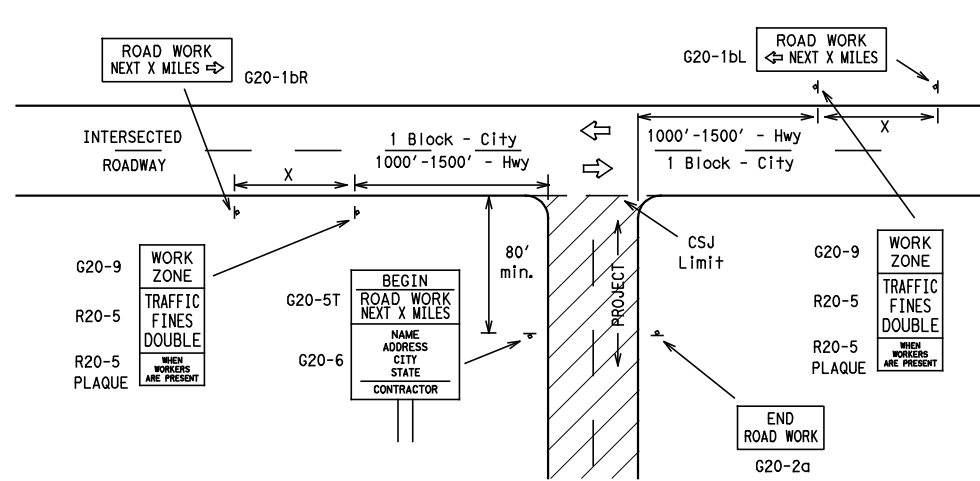
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**TYPICAL LOCATION OF CROSSROAD SIGNS**



- May be mounted on back of CW20-10 sign with approval of engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a CW20-10 ROAD WORK AHEAD sign and a G20-2a END ROAD WORK sign, unless noted otherwise in plans.
  - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-10) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (G20-2a) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
  - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  - The G20-1a sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
  - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

**T-INTERSECTION**



**CSJ LIMITS AT T-INTERSECTION**

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-Intersection the Contractor shall place the G20-6 "Contractor Name" sign behind the Type III Barricades for the road closure (see BC(10) also). The G20-1bL and G20-1bR signs shall be replaced by the detour signing called for in the plans.

**TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING<sup>1,5,6</sup>**

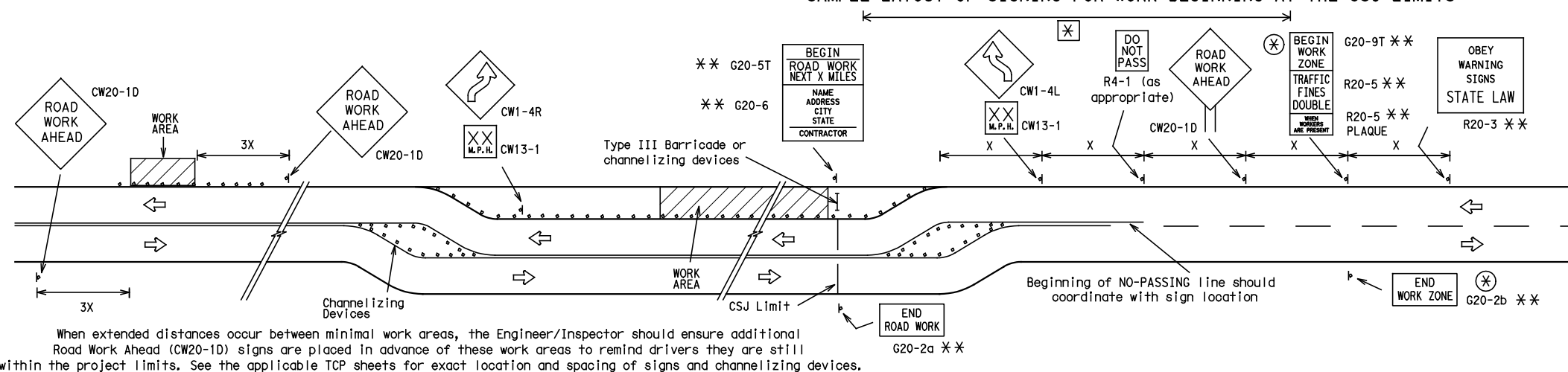
Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed MPH	Sign Spacing "x" (Feet (Apprx.))
CW20 CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	35	160
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	40	240
			45	320
			50	400
			55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			65	700 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
			80	1000 <sup>2</sup>
			*	*

\* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.  
 Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

**General Notes:**

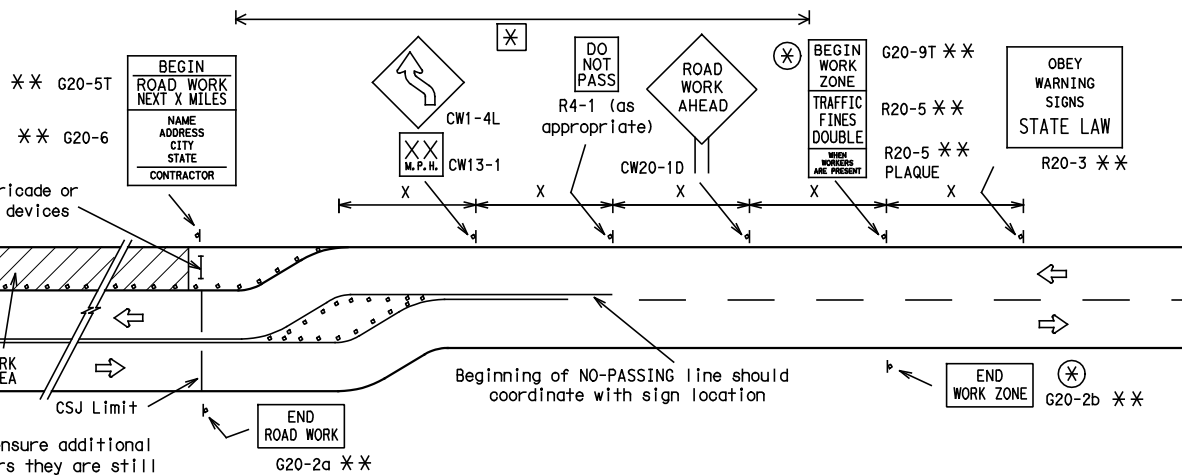
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" ROAD WORK AHEAD (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

**WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS**

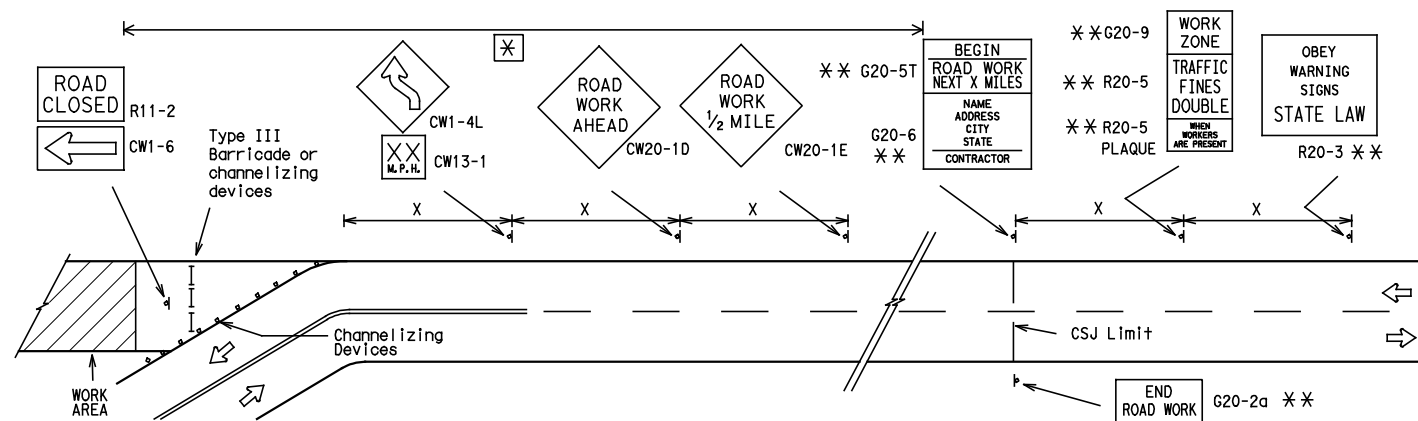


When extended distances occur between minimal work areas, the Engineer/Inspector should ensure additional Road Work Ahead (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS**



**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS**

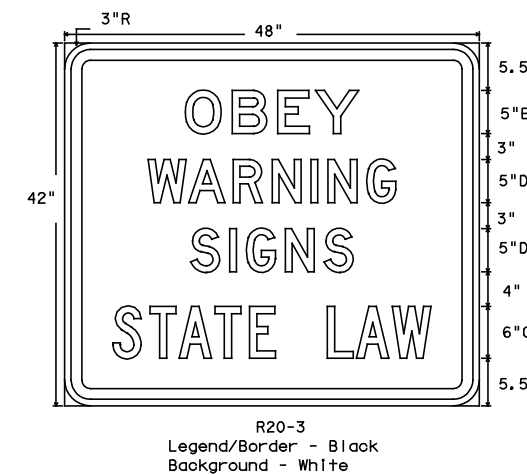


**NOTES**

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and G20-5T sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The G20-9T and G20-2b shall be used when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a work zone where traffic fines may double if workers are present.
- \*\* Required CSJ Limit signing. See Note 10 on BC(1).
- \* Area for placement of "ROAD WORK AHEAD" sign and other signs or devices as called for on the Traffic Control Plan.

**LEGEND**

- sign
- Channelizing Devices
- I Type III Barricade
- X See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.



R20-3  
Legend/Border - Black  
Background - White

Texas Department of Transportation  
 Traffic Operations Division

BARRICADE AND CONSTRUCTION PROJECT LIMIT STANDARD

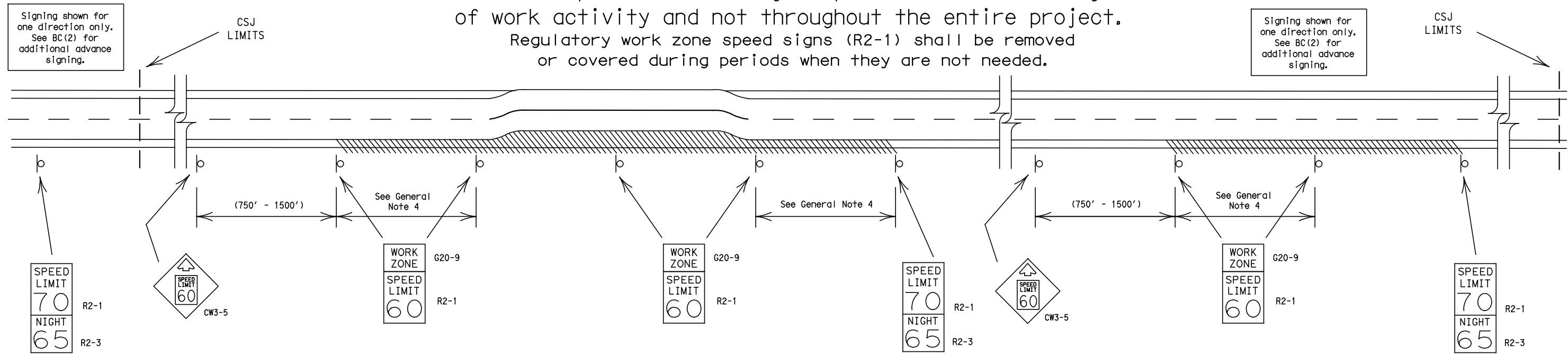
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# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 15 feet of pavement edge or actually on the pavement.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

## GENERAL NOTES:

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
  - 40 mph and greater 0.2 to 2 miles
  - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the CW3-5 sign, G20-9 plaque and the R2-1 and R2-3 signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted.
- Techniques that may help reduce traffic speeds include but are not limited to:
  - Law enforcement.
  - Flagger stationed next to sign.
  - Portable changeable message sign (PCMS).
  - Low-power (drone) radar transmitter.
  - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.

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## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT STANDARD

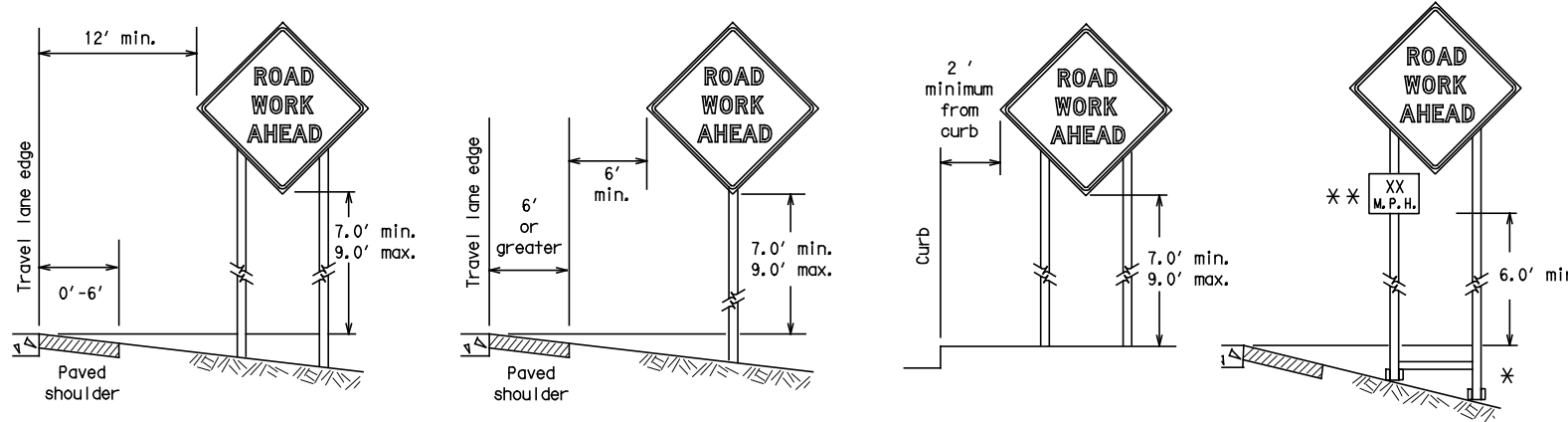
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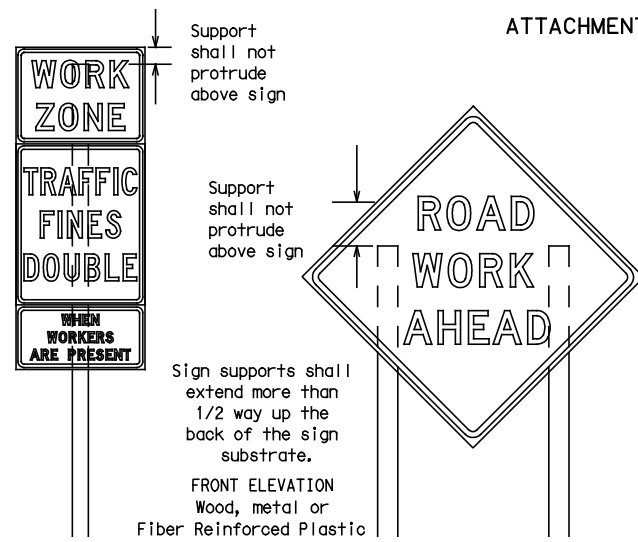
**TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS**



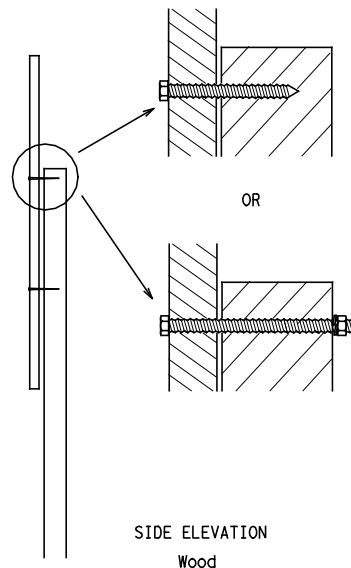
\* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

\*\* When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

**ATTACHMENT FOR SIGN SUPPORTS**



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.



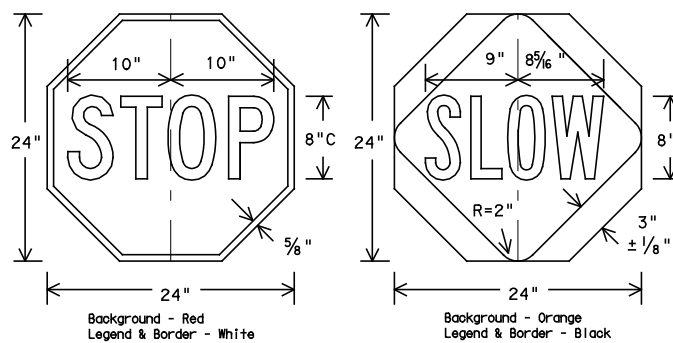
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails will NOT be allowed.

Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

**STOP/SLOW PADDLES**

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



**CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS**

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

**GENERAL NOTES FOR WORK ZONE SIGNS**

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
  2. Wooden sign posts shall be painted white.
  3. Barricades shall NOT be used as sign supports.
  4. Nails shall NOT be used to attach signs to any support.
  5. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
  6. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
  7. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
  8. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
  9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
  10. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.
- DURATION OF WORK (as defined by the Texas Manual on Uniform Traffic Control Devices Part 6)**
1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
    - a. Long-term stationary - work that occupies a location more than 3 days.
    - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
    - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
    - d. Short, duration - work that occupies a location up to 1 hour.
    - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

**SIGN MOUNTING HEIGHT**

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday, or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

**SIZE OF SIGNS**

1. The Engineer may allow the use of smaller size construction warning signs on secondary roads or city streets where speeds are low if the sign size is listed as an option on the "Typical Construction Warning Sign Size and Spacing" chart shown on BC(2).
2. The Contractor shall furnish the sign sizes shown in plans, the BC Sheets, the TCP sheets or as directed by the Engineer.

**SIGN SUBSTRATES**

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

**REFLECTIVE SHEETING**

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type C (High Specific Intensity), shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type E (Fluorescent Prismatic), shall be used for rigid signs with orange backgrounds.

**SIGN LETTERS**

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

**REMOVING OR COVERING**

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This type of sign support meets the crashworthiness standards regardless of the direction of impact. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face. These materials can damage the retroreflectivity of sheeting.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

**SIGN SUPPORT WEIGHTS**

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact.
6. Rubber (such as tire inner tubes) shall NOT be used for sandbags.
7. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
8. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
9. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.



**BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES STANDARD**

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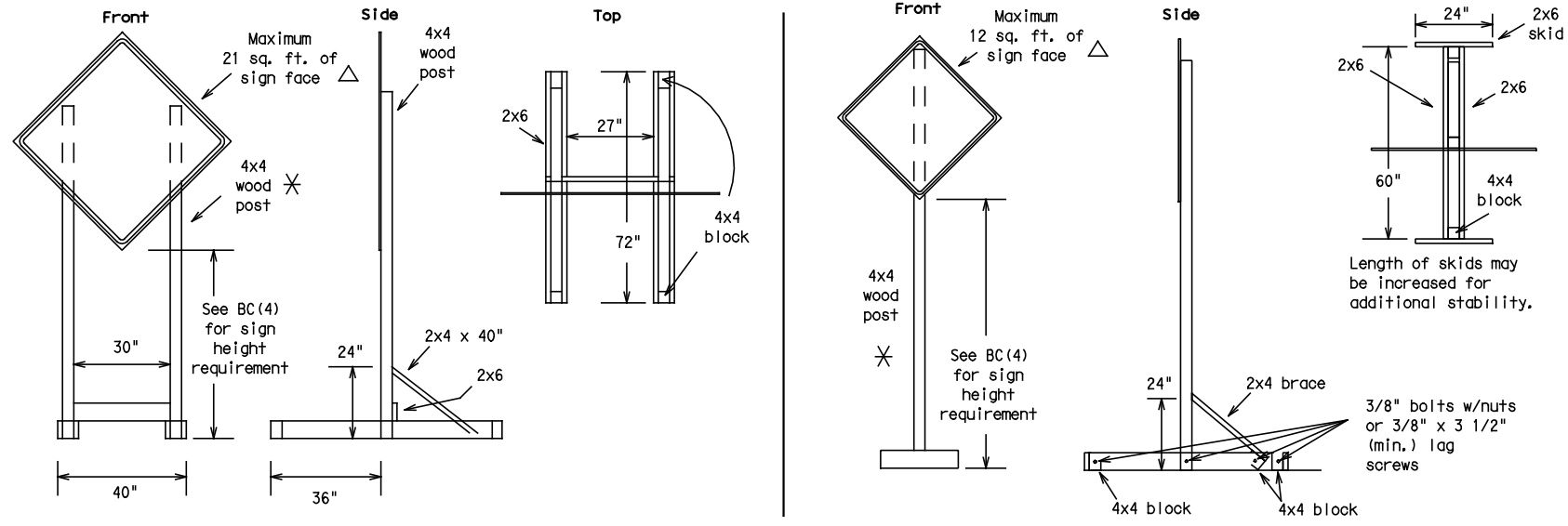
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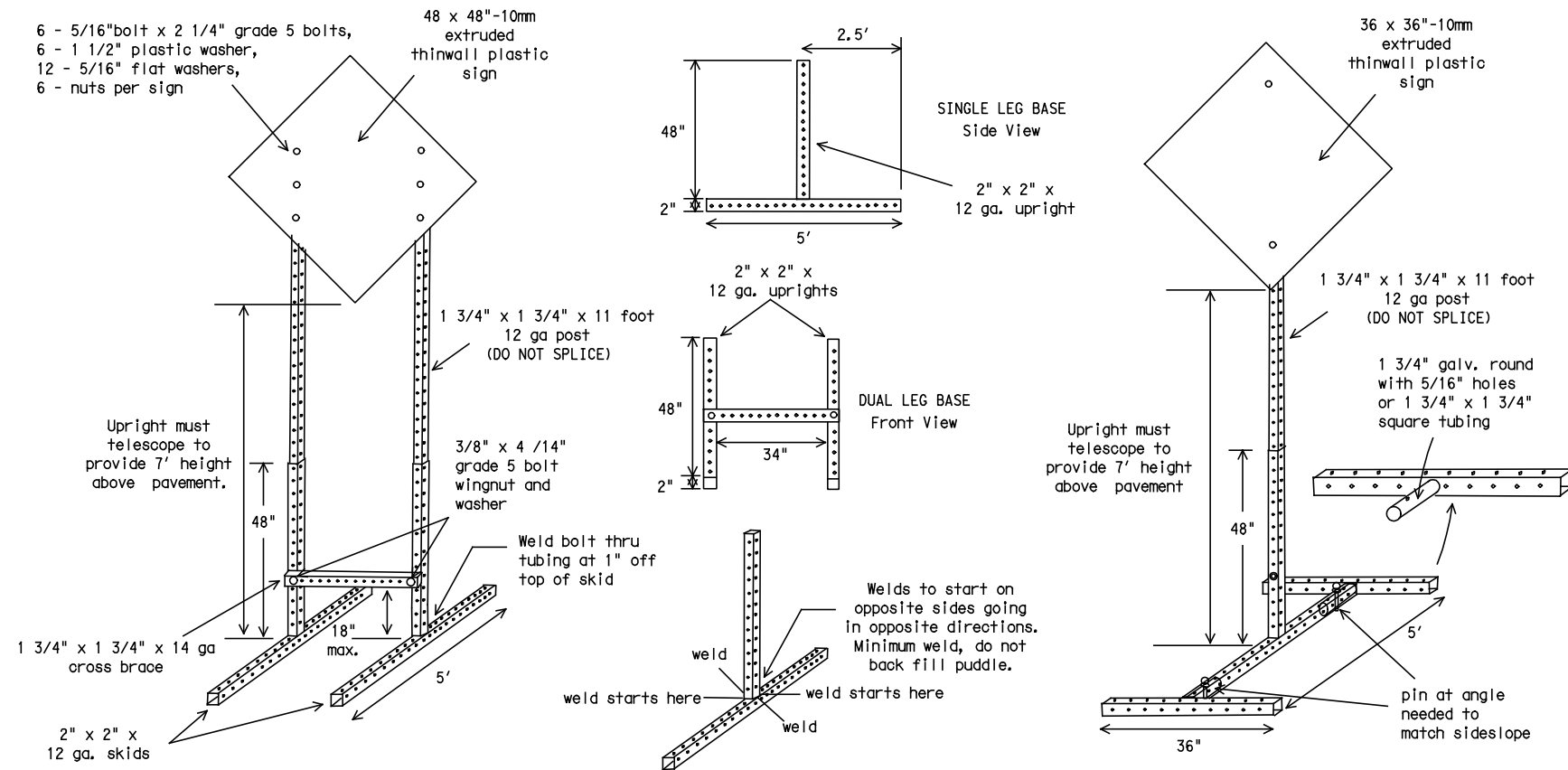
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## SKID MOUNTED WOOD SIGN SUPPORTS

### LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

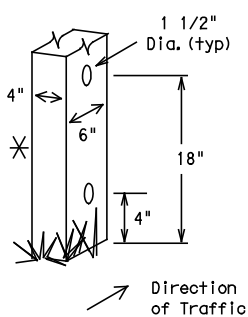


## SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



## WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).



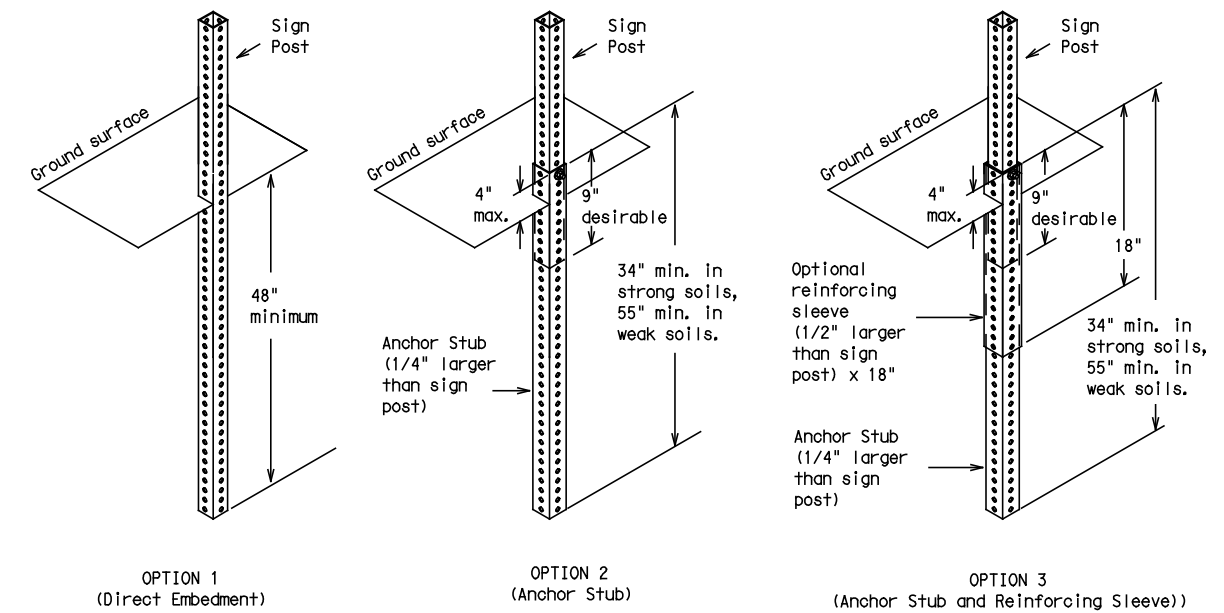
## WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	No. of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

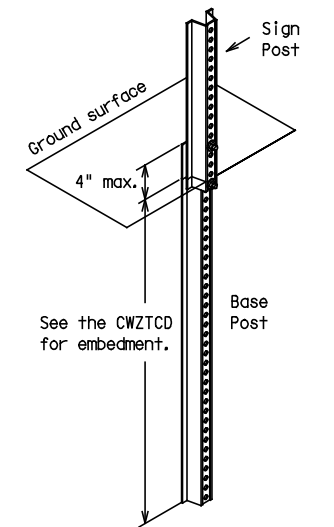
## GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

### PERFORATED SQUARE METAL TUBING



### WING CHANNEL



### GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- More details of approved Long/Intermediate and Short Term supports can be found on the CWZTCD list. See BC(1) for website location.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✱ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT STANDARD

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BC(5)-07

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PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 720 feet. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Word or Phrase	Abb.	Word or Phrase	Abb.
Access Road	ACCS RD	Major	MAJ
Air Quality	AIR QLT	Miles	MI
Alternate	ALT	Miles Per Hour	MPH
Avenue	AVE	Minor	MNR
Best Route	BEST RTE	Monday	MON
Boulevard	BLVD	Normal	NORM
Bridge	BRDG	North	N
Cannot	CANT	Northbound	(route) N
Center	CNTR	Parking	PKING
Construction Ahead	CONST AHEAD	Parking Lot	PRK LOT
Detour Route	DETOUR RTE	Road	RD
Do Not	DONT	Right Lane	RGT LN
East	E	Saturday	SAT
Eastbound	(route) E	Service Road	SERV RD
Emergency	EMER	Shoulder	SHLDR
Emergency Vehicle	EMER VEH	Slippery	SLIP
Entrance, Enter	ENT	South	S
Express Lanes	EXP LANE	Southbound	(route) S
Expressway	EXPWY	Speed	SPD
XXXX Feet	XXXX FT	Street	ST
Fog Ahead	FOG AHD	Sunday	SUN
Freeway	FRWY, FWY	Telephone	PHONE
Freeway Blocked	FWY BLKD	Temporary	TEMP
Friday	FRI	Thursday	THURS
Hazardous Driving	HAZ DRIVING	To Downtown	TO DWN TN
Hazardous Material	HAZMAT	Traffic	TRAF
High-Occupancy Vehicle	HOV	Travelers	TRV LRS
Highway	HWY	Tuesday	TUES
Hours	HR	Time Minutes	TIME MIN
Information	INFO	Upper Level	UPPR LVL
It Is	ITS	Vehicle	VEH
Junction	JCT	Warning	WARN
Left	LFT	Wednesday	WED
Left Lane	LFT LN	Weight Limit	WT LIMIT
Lane Closed	LN CLSD	West	W
Lower Level	LOWR LVL	Westbound	(route) W
Maintenance	MAINT	Wet Pavement	WET PVMT
		Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number  
 WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED
SHOULDER CLOSED XXX FT
RIGHT LN CLOSED XXX FT
RIGHT X LANES OPEN
DAYTIME LANE CLOSURES
I-XX SOUTH EXIT CLOSED
EXIT XXX CLOSED X MILE
RIGHT LN TO BE CLOSED
X LANES CLOSED TUE - FRI

ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT

ROAD REPAIRS XXXX FT
LANE NARROWS XXXX FT
TWO-WAY TRAFFIC XX MILE
CONST TRAFFIC XXX FT
UNEVEN LANES XXXX FT
ROUGH ROAD XXXX FT
ROADWORK NEXT FRI-SUN
US XXX EXIT X MILES
LANES SHIFT *

\* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Application Guidelines

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE *

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

\*\* Advance Notice List

TUE-FRI XX AM-X PM
APR XX-XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM-XX AM

\*\* See Application Guidelines Note 6.

Wording Alternatives

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the CW20-7a Flagger Symbol, are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow panel provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.


**Texas Department of Transportation**  
 Traffic Operations Division

**BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) STANDARD**

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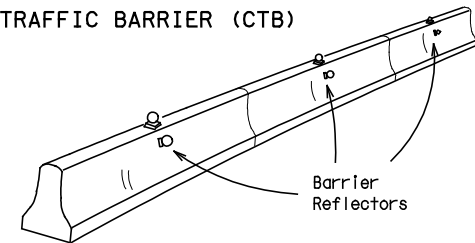
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# BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

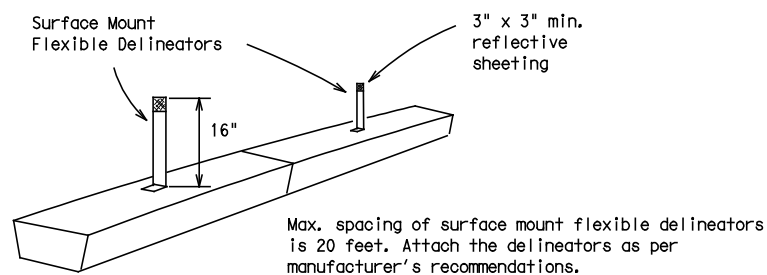
- Barrier Reflectors shall be prequalified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors (Type C Delineators) can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 502.

## CONCRETE TRAFFIC BARRIER (CTB)

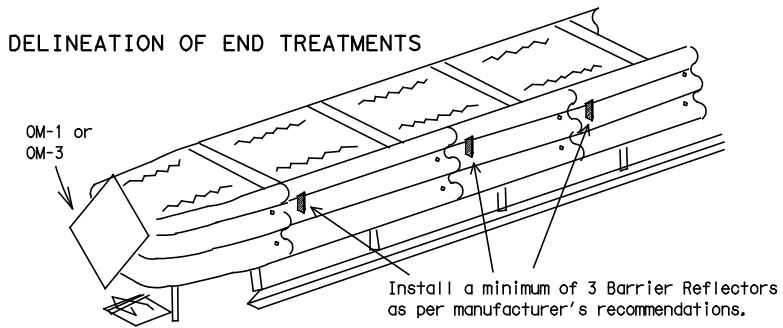


- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented. Yellow Barrier Reflectors shall be made with Type E Fluorescent Prismatic Yellow Retroreflective Sheeting. White reflectors shall be made with Type D White Prismatic sheeting.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

## LOW PROFILE CONCRETE BARRIER (LPCB)



## DELINEATION OF END TREATMENTS



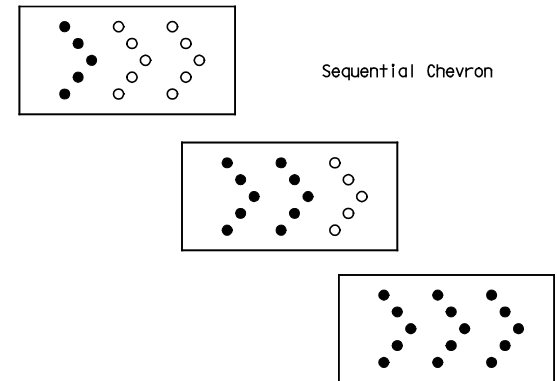
	APPROACHING TRAFFIC	
	BOTH SIDES	ONE SIDE
DELINEATION	OM-1	OM-3 or Vertical Panel

**END TREATMENTS FOR CTB'S USED IN WORK ZONES**

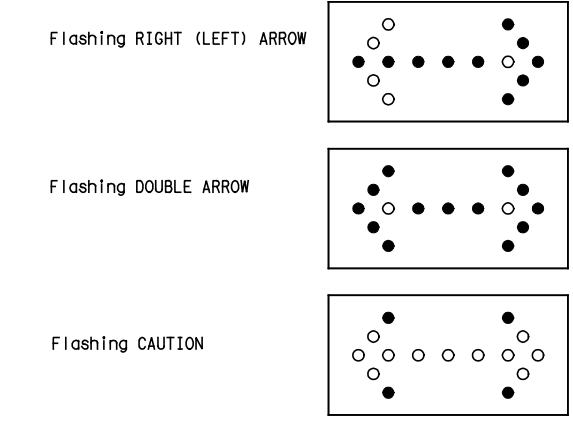
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

# TYPICAL FLASHING ARROW PANEL

Arrow Panels may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.



- The Flashing Arrow Panel should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Panels should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Panel.
- The Flashing Arrow Panel should be able to display the following symbols:



TYPE	REQUIREMENTS		MINIMUM VISIBILITY DISTANCE
	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

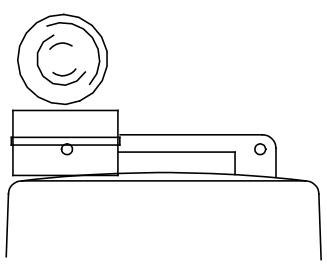
**ATTENTION:** Flashing Arrow Panels shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW PANEL FROM THE RIGHT-OF-WAY OR PLACE THE ARROW PANEL BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

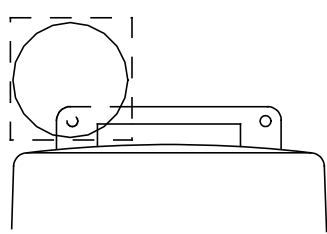
- The "CAUTION" display consists of four corner lamps flashing simultaneously.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Panel shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.

- The Flashing Arrow Panel shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Panel SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Panel provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted arrow panels should be 7 feet from roadway to bottom of panel.

## WARNING LIGHTS



Type C Warning Light or approved substitute mounted adjacent to the travel way.



Warning reflector may be round or square. Must have a reflective surface area of at least 30 square inches

- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type E Sheeting (Fluorescent Prismatic) meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.

## WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

## WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type D (Non-fluorescent Prismatic).
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

# TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the dates shown in the CWZTCD to ensure that the TMA meets the age requirements and the crashworthiness criteria established by the Federal Highway Administration (FHWA) for TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned approximately 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

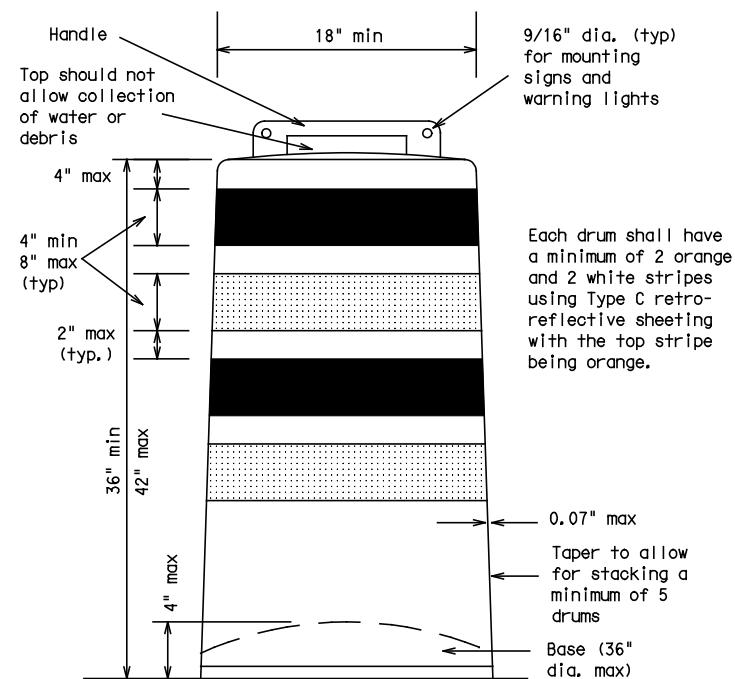
Texas Department of Transportation  
Traffic Operations Division

## BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR STANDARD

7 of 12 BC(7)-07

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9-07	REVISIONS	CONT	SECT	JOB	HIGHWAY
		2C	1080	495	GARZA
		DIST	COUNTY	SHEET NO.	
		PHR	HIDALGO	26	

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**GENERAL NOTES**

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

**GENERAL DESIGN REQUIREMENTS**

Prequalified plastic drums shall meet the following requirements:

- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.

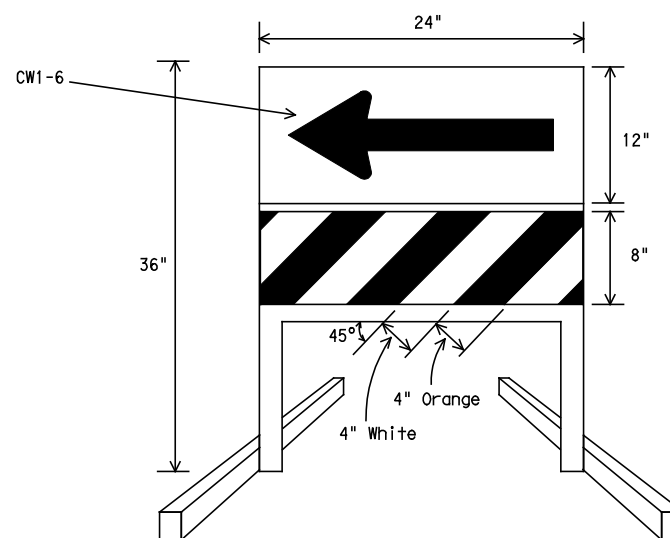
- Drum body shall have a minimum unballasted weight of 7.7 lbs. and maximum unballasted weight of 11 lbs. The wall of the drum body shall be a minimum of 0.07 inch in thickness. Weight of any drum supplied shall not vary more than 0.5 lb. from that of the prequalified sample.
- Drum and base shall be marked with manufacturer's name and model number.

**RETROREFLECTIVE SHEETING**

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Flat Surface Reflective Sheeting." High Specific Intensity (Type C) retroreflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

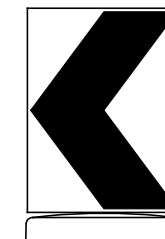
**BALLAST**

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.

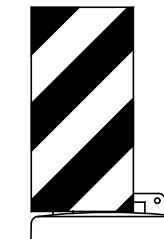


**DIRECTION INDICATOR BARRICADE**

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type E Fluorescent Prismatic Orange above a rail with Type C High Specific Intensity retroreflective sheeting in alternation 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



18" x 24" Sign  
(Maximum Sign Dimension)  
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel  
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

**SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS**

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type E (Fluorescent Prismatic) sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type C (High Specific Intensity). Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD**

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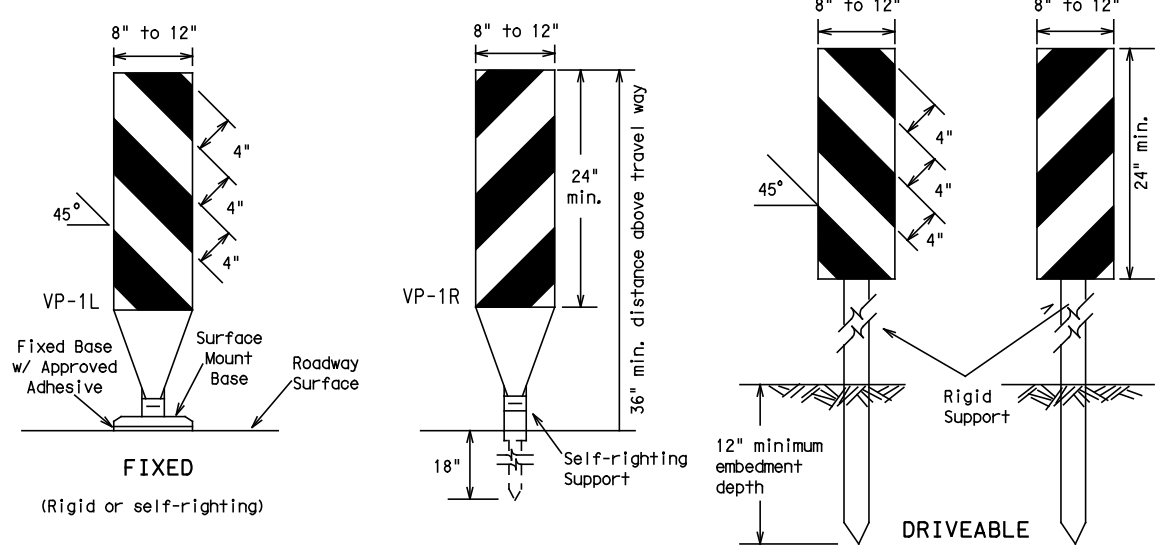
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		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		27

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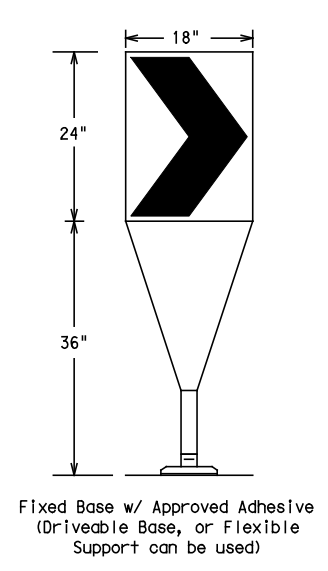
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## CHANNELIZING DEVICES

### VERTICAL PANELS (VPs)



### CHEVRONS

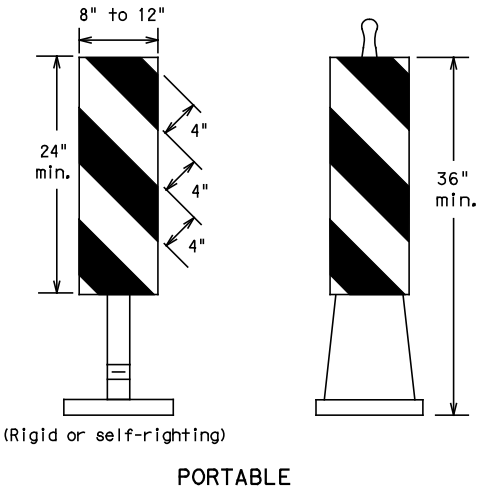


1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

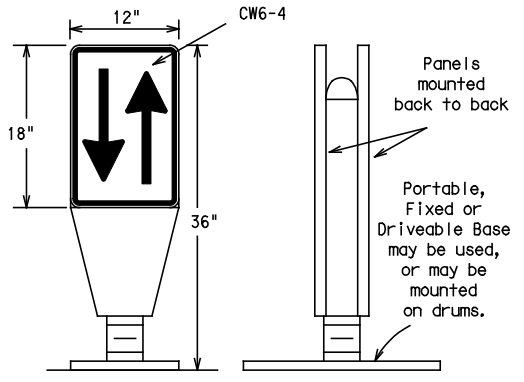
### GENERAL NOTES:

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh approximately 35 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable/bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.
8. Examples on this sheet are commonly used channelizing devices in work zones. For other devices, refer to the CWZTCD.

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, shall have a minimum of 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is greater than 36 inches, a panel stripe of 6 inches shall be used.



### OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

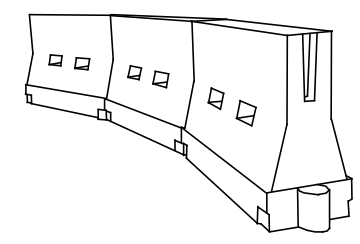


1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with simple tubular markers or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. Tubular markers or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type E (Fluorescent Prismatic) conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall be black vinyl non-reflective decal sheeting meeting the requirements of DMS-8300.

Posted Speed	Formula	Minimum Desirable Taper Lengths $\frac{W}{S}$			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60' - 75'
35		205'	225'	245'	40'	70' - 90'
40		265'	295'	320'	40'	80' - 100'
45	L=WS	450'	495'	540'	45'	90' - 110'
50		500'	550'	600'	50'	100' - 125'
55		550'	605'	660'	55'	110' - 140'
60		600'	660'	720'	60'	120' - 150'
65		650'	715'	780'	65'	130' - 165'
70	700'	770'	840'	70'	140' - 175'	
75	750'	825'	900'	75'	150' - 185'	
80	800'	880'	960'	80'	160' - 195'	

XX Taper lengths have been rounded off.  
 L=Length of Taper (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

### HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



#### LONGITUDINAL CHANNELIZING DEVICES

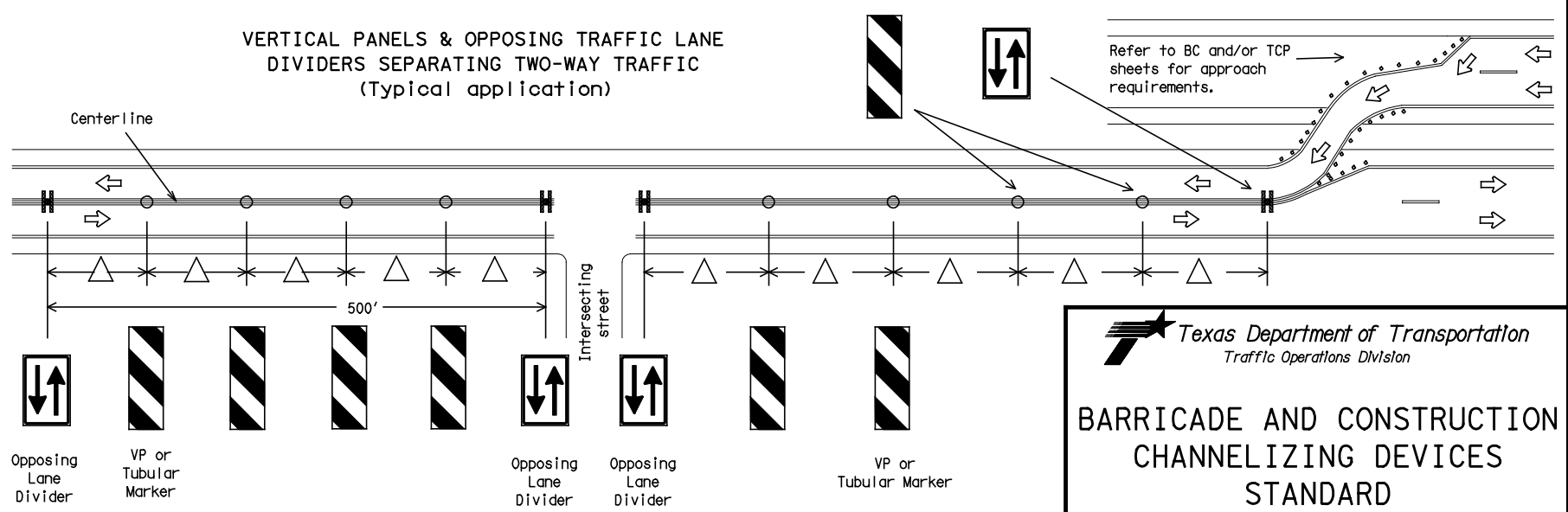
1. Longitudinal channelizing devices are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. **They are not designed to contain or redirect a vehicle on impact.**
2. Longitudinal channelizing devices may be used instead of a line of cones or drums.
3. Longitudinal channelizing devices shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Longitudinal channelizing devices should not be used to provide positive protection for obstacles, pedestrians or workers.
5. Longitudinal channelizing devices shall be retroreflective, or supplemented with retroreflective delineation as required for temporary barriers on BC(7)-07.

#### WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall be not less than 32 inches in height.

### VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS SEPARATING TWO-WAY TRAFFIC (Typical application)



△ Spacing between the VP's or tubular markers shall not exceed 100 feet. On roadways with speeds less than 45 MPH, spacing between the tubular markers or VP's shall be as shown on the channelizing spacing table shown on this page. If the table shows spacing greater than 100 feet based on the roadway speed, then use a maximum of 100 feet spacing between the tubular markers or VP's. Every fifth channelizing device shall be an OTLD, except when the OTLD must be spaced closer to accommodate an intersection. Spacing between the OTLD shall not exceed 500 feet.

Texas Department of Transportation  
 Traffic Operations Division

## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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### TYPE III BARRICADES

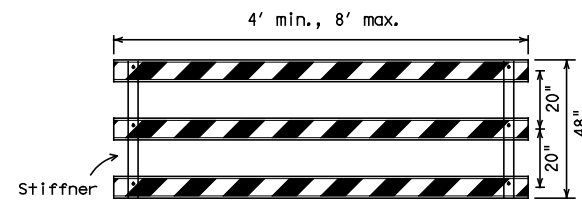
1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type III Barricades and a list of all materials used in the construction of Type III Barricades.
2. Type III Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

#### TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



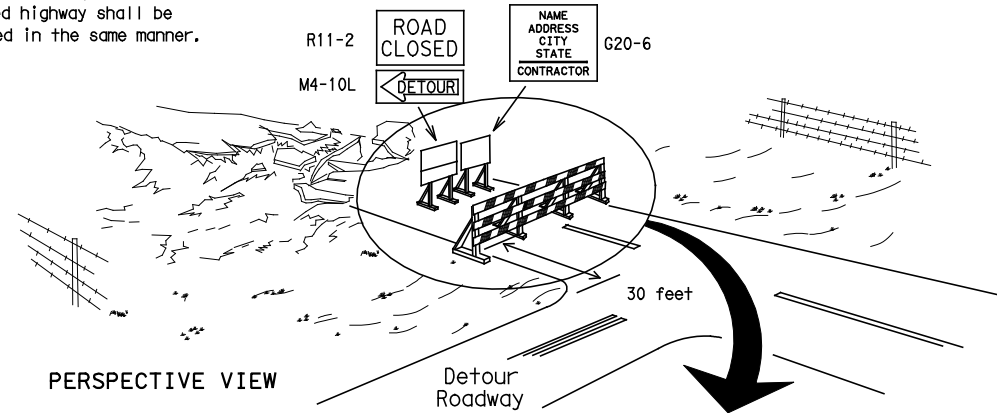
#### TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



Stiffner may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

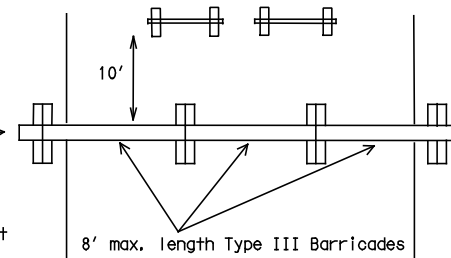
### TYPE III BARRICADE (POST AND SKID) TYPICAL APPLICATION

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

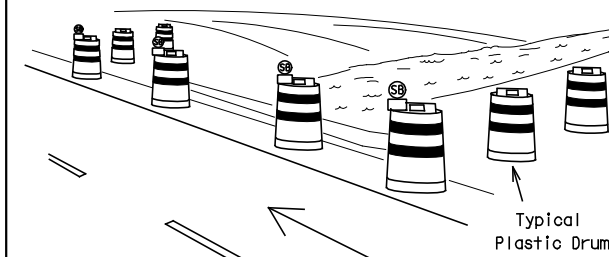
The three rails on Type III barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.



PLAN VIEW

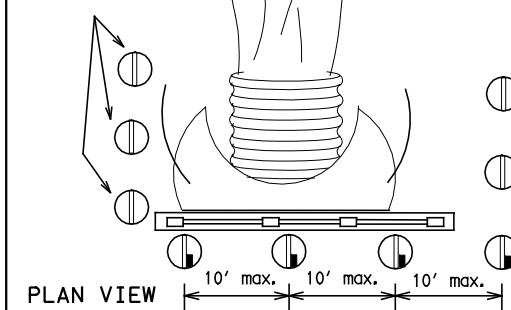
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type III Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

### CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

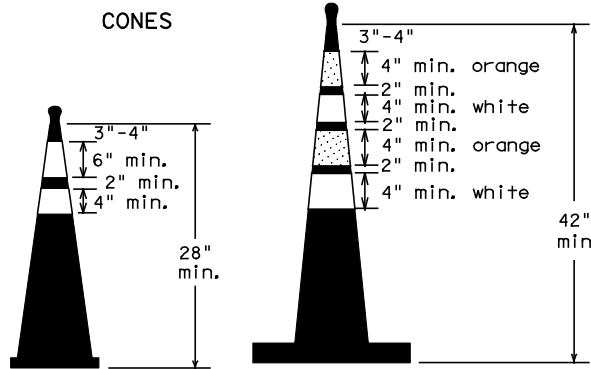
1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

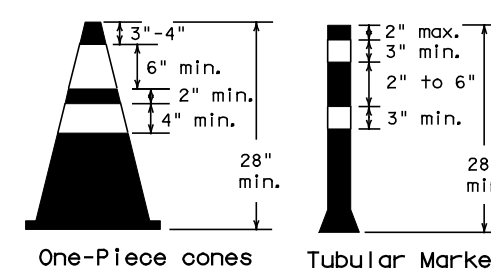
#### Legend

- Plastic drum
- Plastic drum with steady burn light or yellow warning reflector
- Steady burn warning light or yellow warning reflector

### CONES



Two-Piece cones



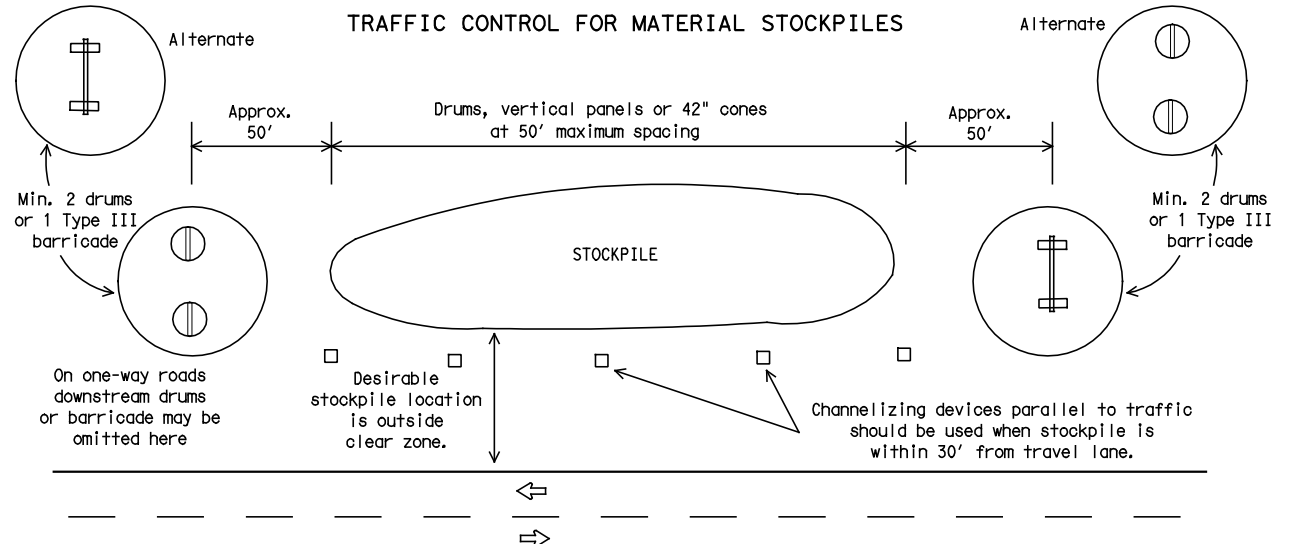
Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

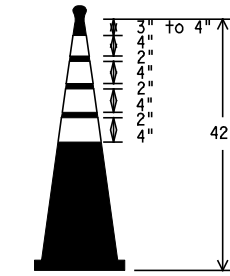
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be a minimum of 28 inches in height when used either on freeways or at nighttime.
2. Cones or tubular markers shall be predominantly orange, fluorescent red-orange, or fluorescent yellow-orange. They should be kept clean and bright for maximum visibility.
3. Cones used only for daytime operations do not require the reflectorized bands.
4. Cones and tubular markers used for nighttime operations shall be reflectorized. Reflectorized material shall have a smooth, sealed outer surface that displays the same approximate color during the day and night. The reflectorized bands shall be retroreflective Type C (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
5. When used at night, appropriate personnel shall ensure that cones and tubular markers remain in their proper location and in an upright position.
6. Reflectorization of 28" cones shall consist of a minimum 6 inch band placed at least 3 inches but not more than 4 inches from the top, supplemented by a minimum 4 inch band spaced a minimum of 2 inches below the 6 inch band.
7. Reflectorization of 42" cones shall be provided by alternating 4 to 6" orange and white stripes with orange on top.
8. Reflectorization of tubular markers shall be a minimum of two 3 inch bands placed a maximum of 2 inches from the top with a maximum of 6 inches between bands.
9. One-piece cones or tubular markers are generally suitable for temporary usage (up to 8 hours) with other channelization devices such as vertical panels, drums or two-piece cones for long term usage. Care should be taken to ensure they remain in their proper location and in an upright position.
10. Cones or tubular markers used on each project shall be of the same size and shape.
11. The handle may be designed as a hook or other shape, fabricated from non-rigid materials similar to the cone material, and may extend up to a maximum of 8 inches above the top of cone. Length of the handle shall not be considered with regard to the overall height of the cone.

### TRAFFIC CONTROL FOR MATERIAL STOCKPILES



### EDGE LINE CHANNELIZER



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type C encapsulated bead (High Specific Intensity) conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

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Traffic Operations Division

## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARD

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9-07	REVISIONS	CONT	SECT	JOB	HIGHWAY
		2C	080	495	GARZA
		DIST	COUNTY		SHEET NO.
		PHR	HIDALGO		29

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## WORK ZONE PAVEMENT MARKINGS

### GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ (STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

### RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

### PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

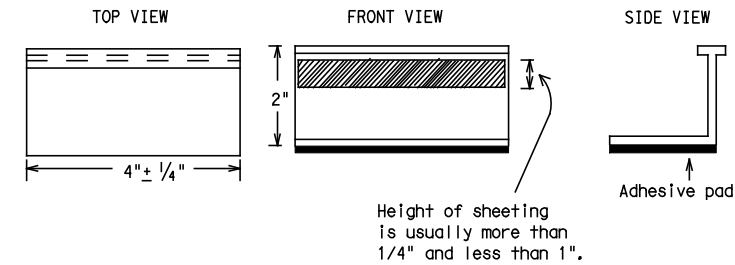
### MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

### REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than two weeks, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

## Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
TABS TO THE PAVEMENT SURFACE**

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ (STPM) for tab placement on new pavements. See Standard Sheet TCP (7-1) for tab placement on seal coat work.

## Raised Pavement Markers used as Guidemarks

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:  
 YELLOW - (two amber reflective surfaces with yellow body).  
 WHITE - (one silver reflective surface with white body).

### DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PREFABRICATED PAVEMENT MARKINGS-PERMANENT	DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE	DMS-8241
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



## BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS STANDARD

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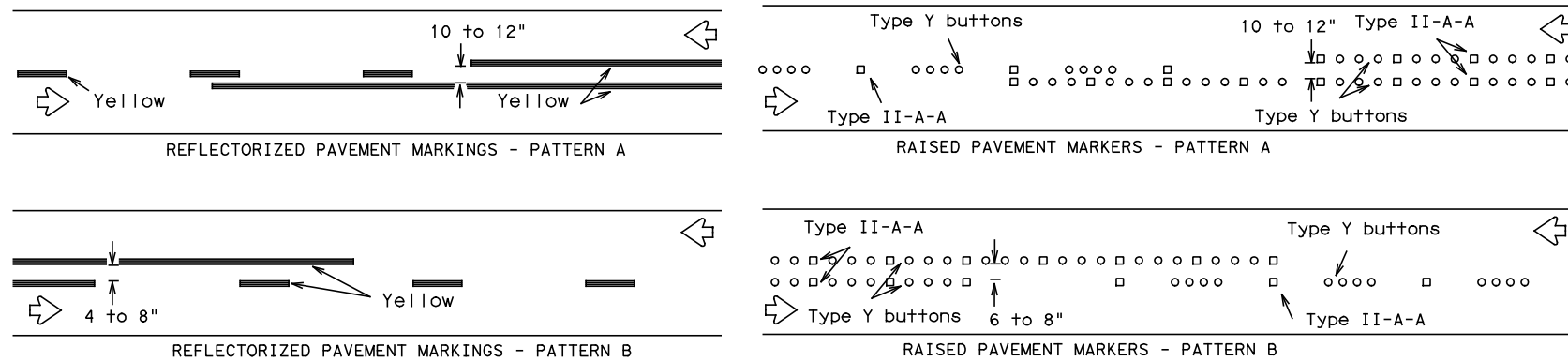
BC(11)-07

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2-98	REVISIONS	CONT	SECT	JOB	HIGHWAY
1-02		2C	1080	495	GARZA
11-02		DIST	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		30

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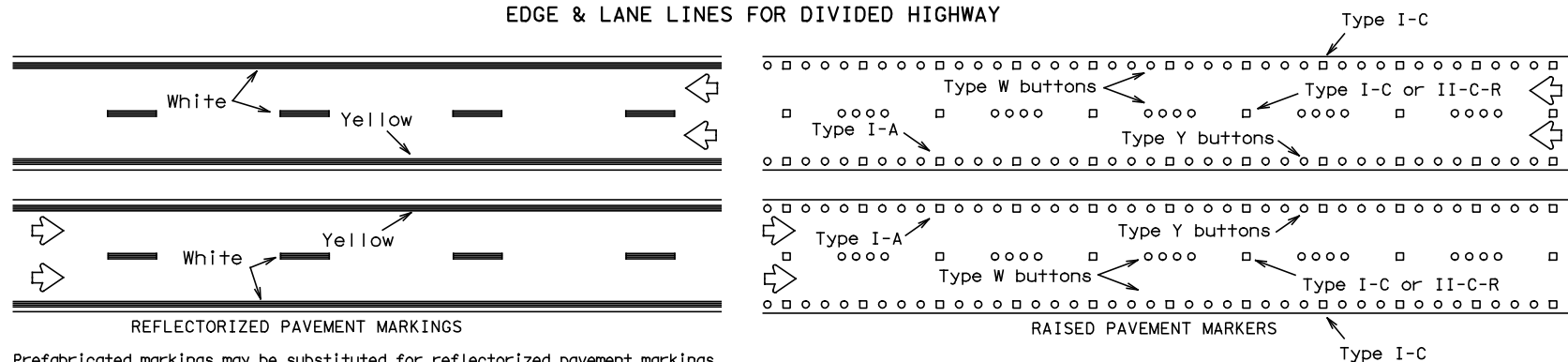
## PAVEMENT MARKING PATTERNS

### CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



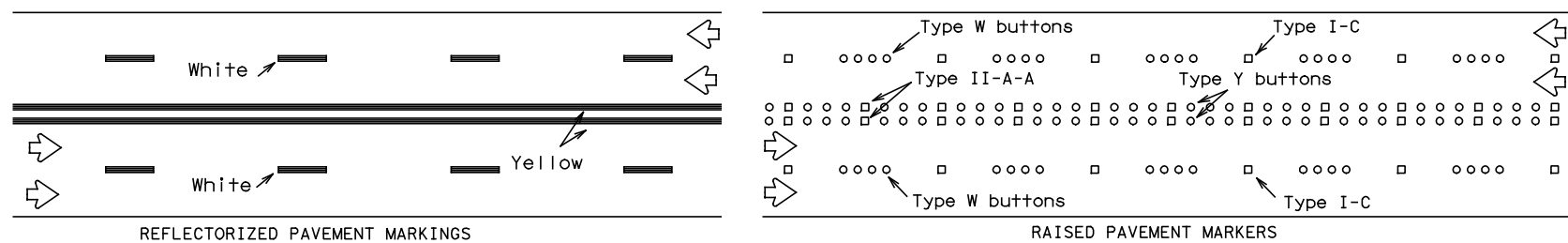
Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

### EDGE & LANE LINES FOR DIVIDED HIGHWAY



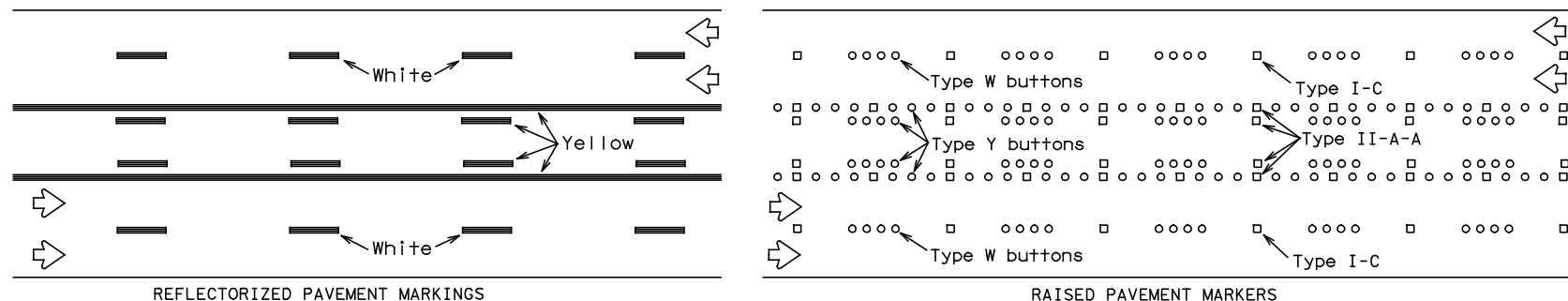
Prefabricated markings may be substituted for reflectorized pavement markings.

### LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



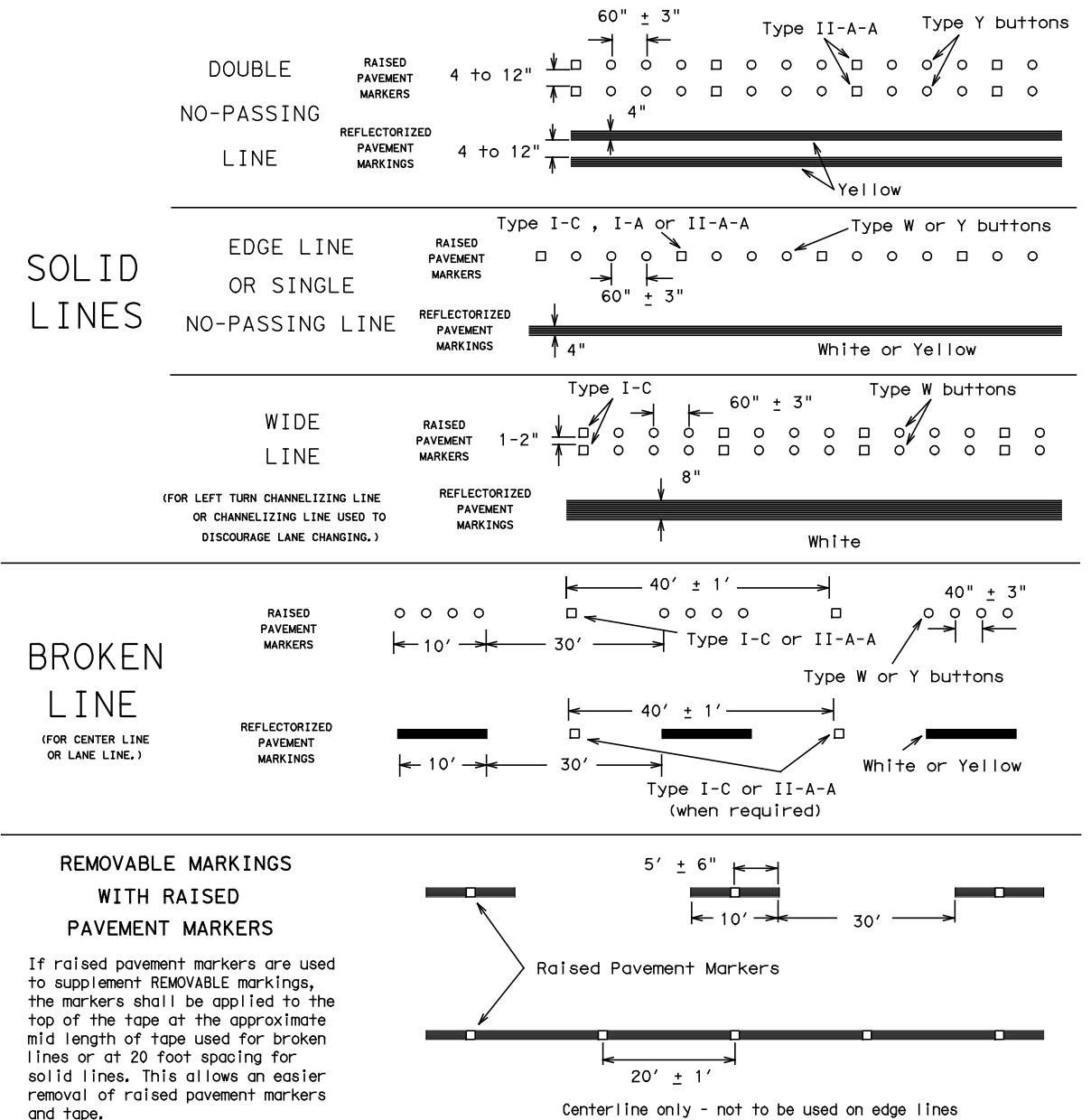
Prefabricated markings may be substituted for reflectorized pavement markings.

### TWO-WAY LEFT TURN LANE



Prefabricated markings may be substituted for reflectorized pavement markings.

## STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



**REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS**

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.

Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

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Traffic Operations Division

### BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS STANDARD

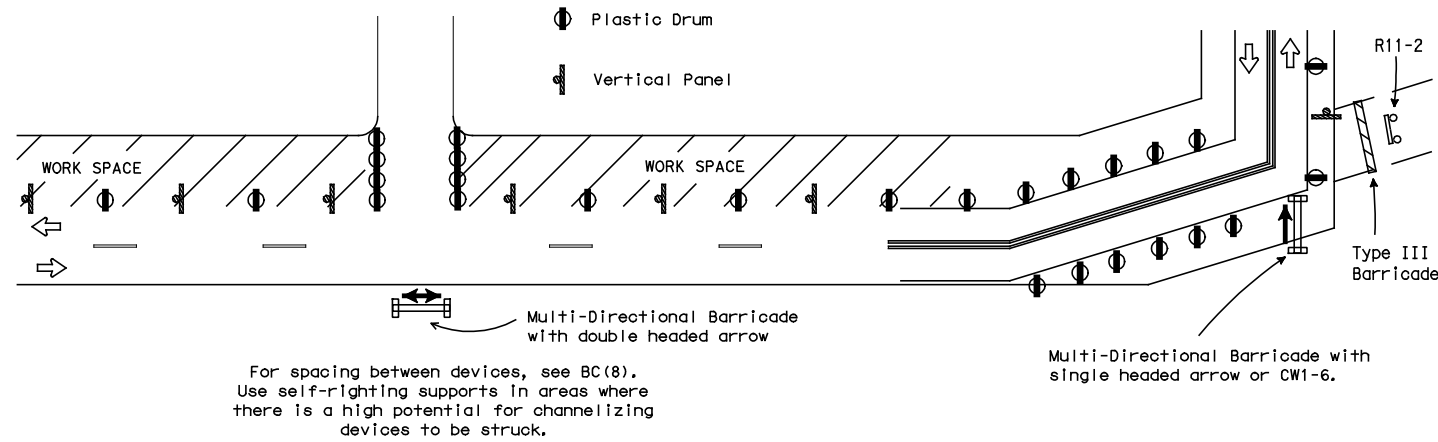
12 of 12 BC(12)-07

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1-97	REVISIONS	CONT	SECT	JOB	HIGHWAY
2-98		2C	1080	495	GARZA
11-02		DIST	COUNTY		SHEET NO.
9-07		PHR	HIDALGO		31

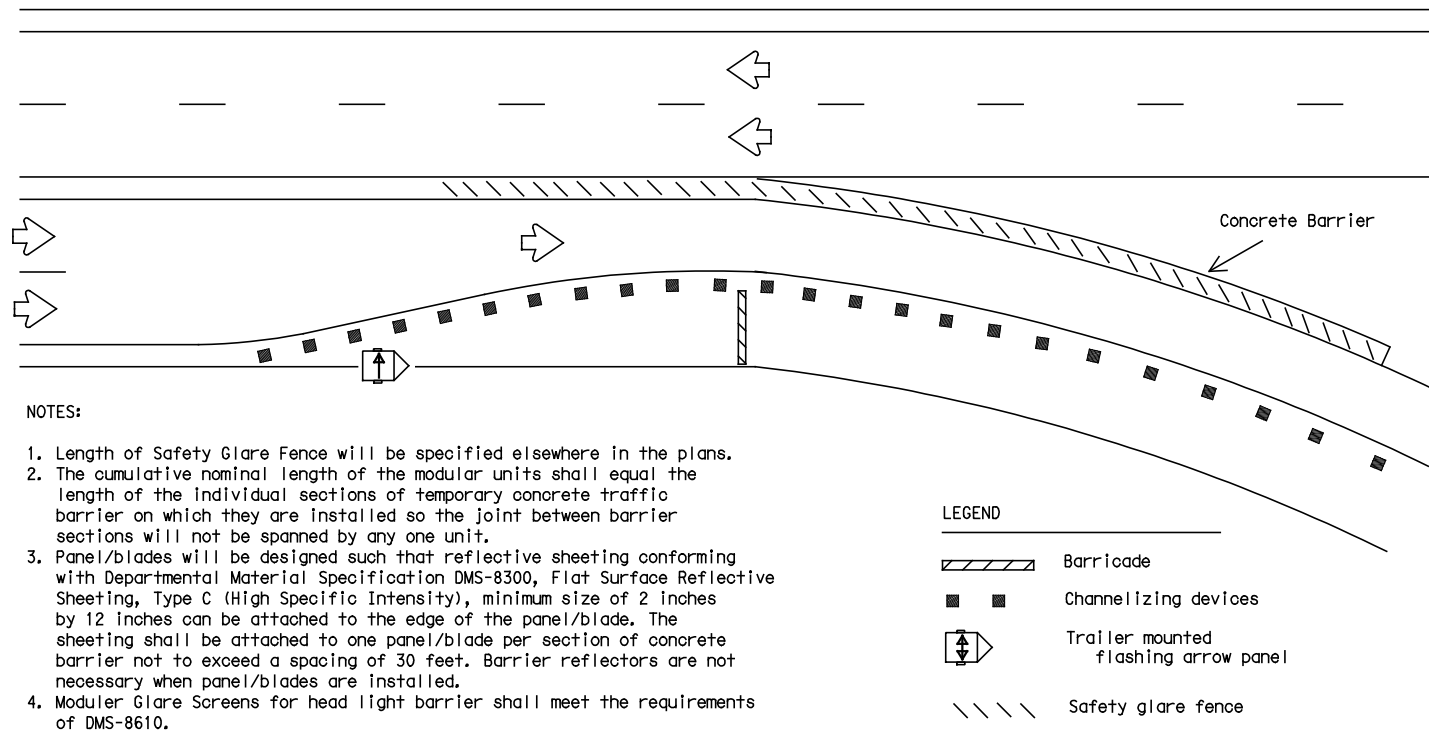
109C

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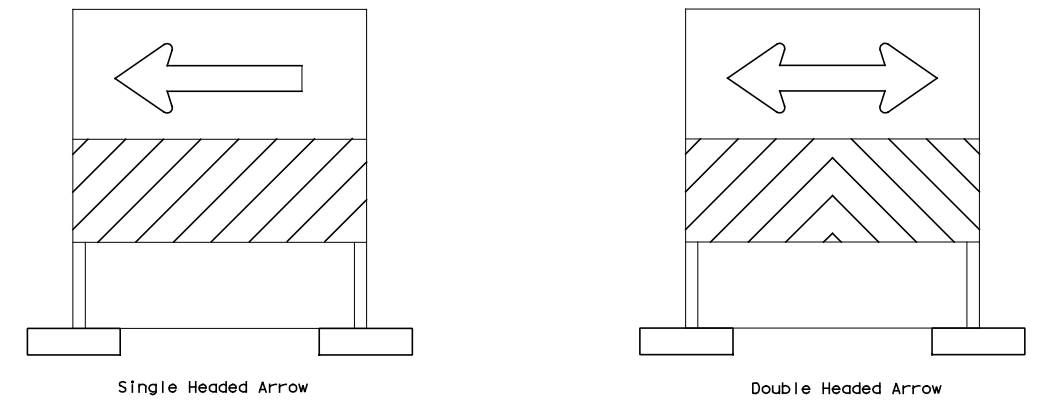
## CHANNELIZING DEVICES FOR URBAN ROADWAY TYPE PROJECT



## BARRIER DELINEATION WITH SAFETY GLARE FENCE

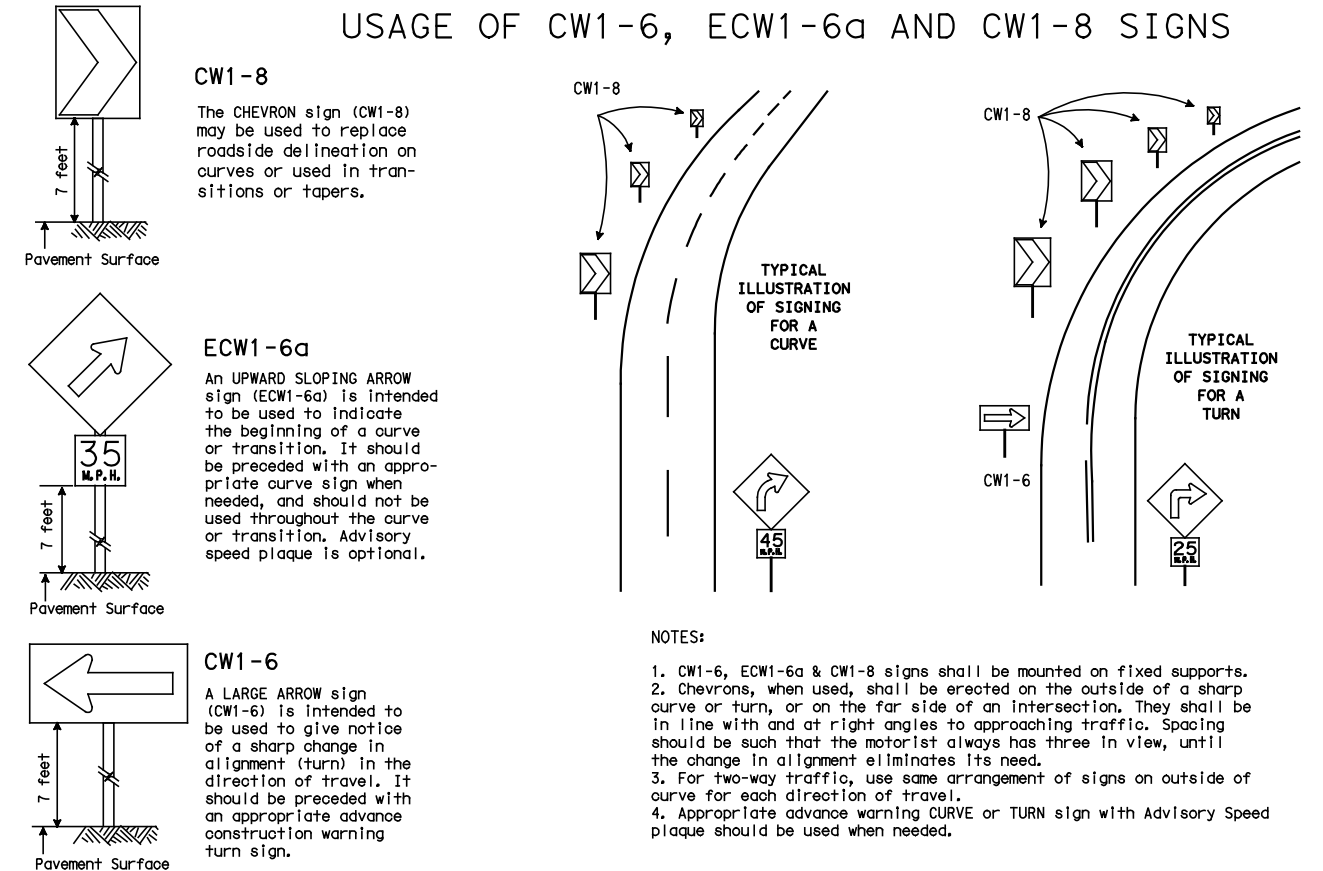


## MULTI-DIRECTIONAL BARRICADE



- Multi-directional barricade shall not be used for lane closures.
- May be used for sharp changes in alignment, or across roadway from stem of "T" Intersection.
- Typically used for Intermediate Term Stationary, Short Term Stationary or Short Duration work zone operations.
- See the CWZTCD List for approved designs.

## USAGE OF CW1-6, ECW1-6a AND CW1-8 SIGNS



Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.

PREQUALIFICATION PROCEDURES ARE OBTAINED FROM:  
 CONSTRUCTION DIVISION-MATERIALS AND TESTS SECTION  
 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)  
 125 EAST 11th STREET  
 AUSTIN, TX 78701-2483

DEPARTMENTAL MATERIAL SPECIFICATIONS

FLAT SURFACE REFLECTIVE SHEETING	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULER GLARE SCREENS	DMS-8610

COLOR	USAGE	SIGN SHEETING
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

REFER TO THE BC SHEETS FOR SHEETING REQUIREMENT ON CHANNELIZING DEVICES.

The five categories of work duration and their time at a location shall be:

- Long-term stationary is work that occupies a location more than 3 days.
- Intermediate-term stationary is work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.
- Short-term stationary is daytime work that occupies a location for more than 1 hour, but less than 12 hours.
- Short duration is work that occupies a location up to 1 hour.
- Mobile is work that moves intermittently or continuously.

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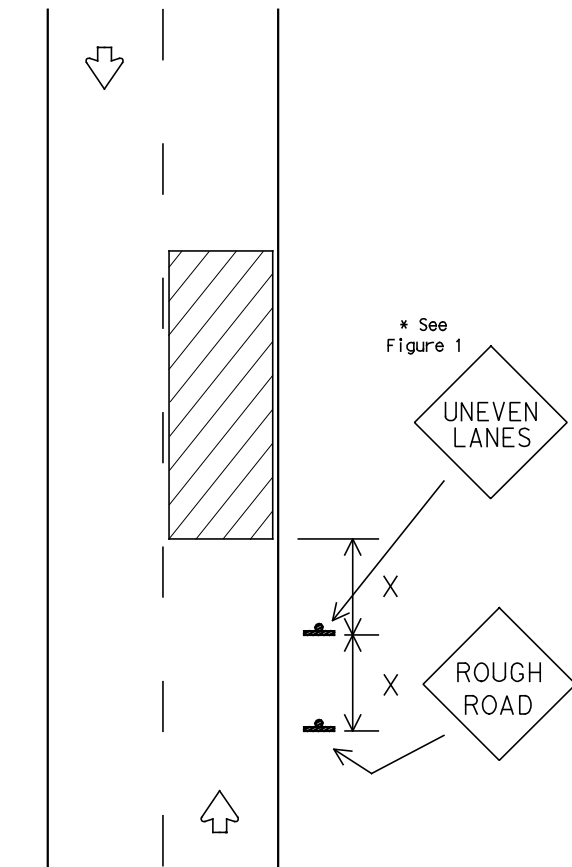
## TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ (TD) -03

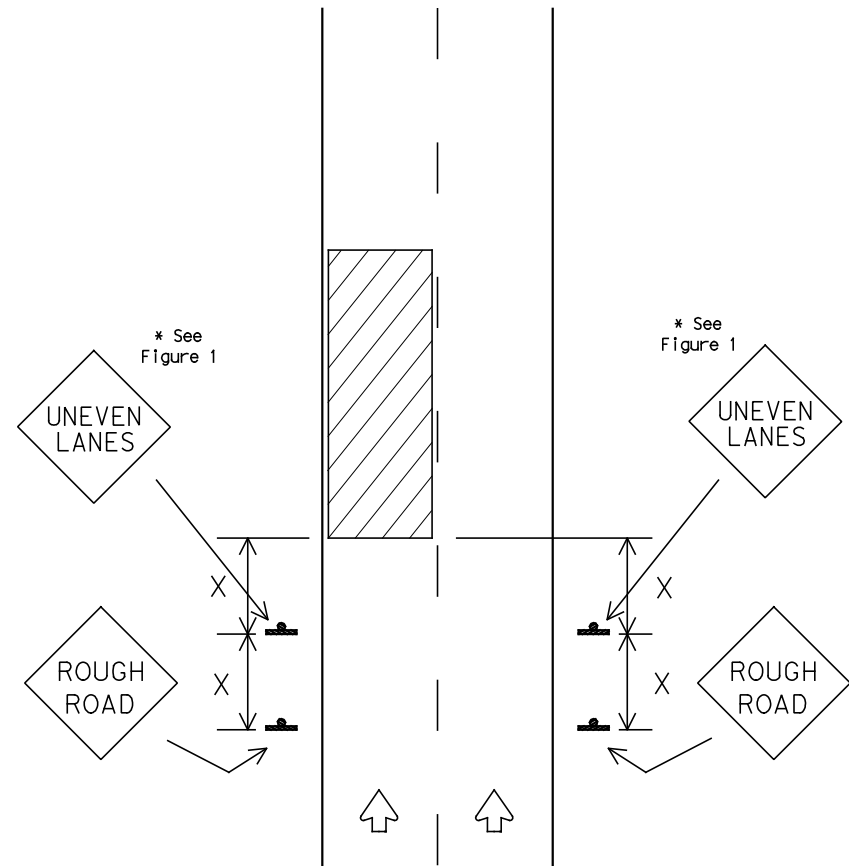
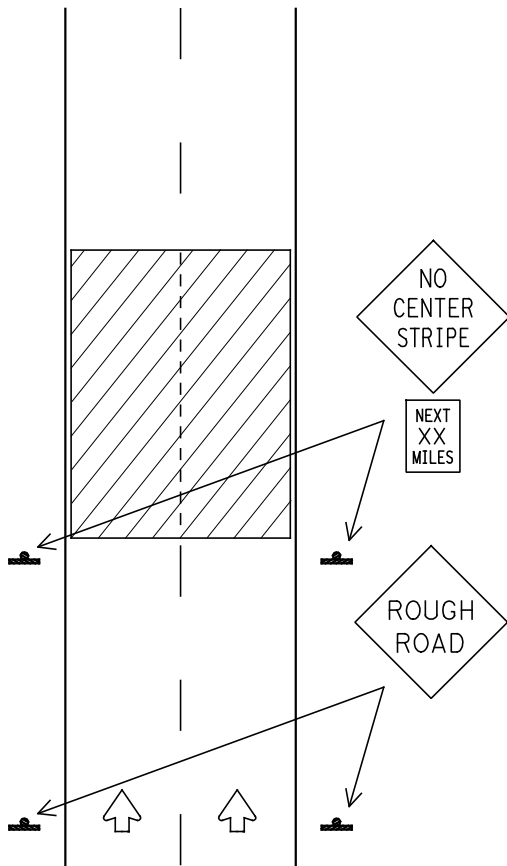
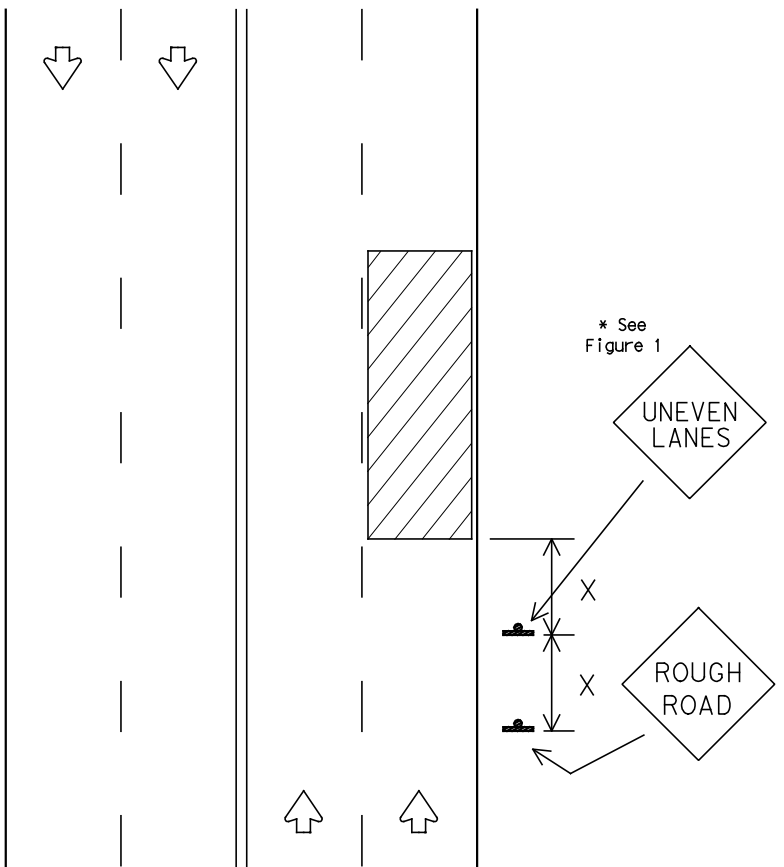
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4-98	REVISIONS	CONT	SECT	JOB
3-03		2C	1080	495
		DIST	COUNTY	SHEET NO.
		PHR	HIDALGO	32

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Signing shown for one direction.



DEPARTMENTAL MATERIAL SPECIFICATIONS		
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
PREFABRICATED PAVEMENT MARKINGS-PERMANENT		DMS-8240
PREFABRICATED PAVEMENT MARKINGS-REMOVABLE		DMS-8241
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE E (FLUORESCENT PRISMATIC)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE DECAL SHEETING

- GENERAL NOTES:
1. If spalling or holes occur, ROUGH ROAD signs should be placed in advance of the condition and may be repeated throughout the project.
  2. UNEVEN LANES sign (CW8-11) should be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES sign (CW21-16) or Advisory Speed sign (CW13-1).
  3. NO CENTER STRIPE signs (CW8-12) should be installed if centerlines or lane lines are obscured or obliterated. The signs should remain in place until permanent pavement markings are installed.
  4. Signs shall be spaced at the distances recommended as per BC standards.
  5. When operations are completed and final surface treatment will not be applied as part of this project, advance signs shall be left in place and become the property of the State. These signs shall be installed on approved permanent sign supports as per TxDOT standards. Additional signs may be required as directed by the Engineer. Minimum mounting height of signs is 7 feet. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to the item "BARRICADES, SIGNS AND TRAFFIC HANDLING."
  6. Pavement markings shall be replaced as operations proceed.
  7. Short term markings shall not be used to simulate edge lines.
  8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

FIGURE 1		
Edge Condition	Edge Height (D)	Warning Devices
	less than or equal to 1"	Signs: ECW8-8
	greater than 1" to: 1/4" (maximum-planing) 1/2" (typical-overlay)	Signs: CW8-11, ECW8-8
Distance "D" may be a maximum of 1/4" for planing operations and 2" for overlay operations if uneven lanes are open to traffic after work operations cease.		

"X" distance - See Note 4 on this page.

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 Traffic Operations Division

**SIGNING FOR UNEVEN LANES**

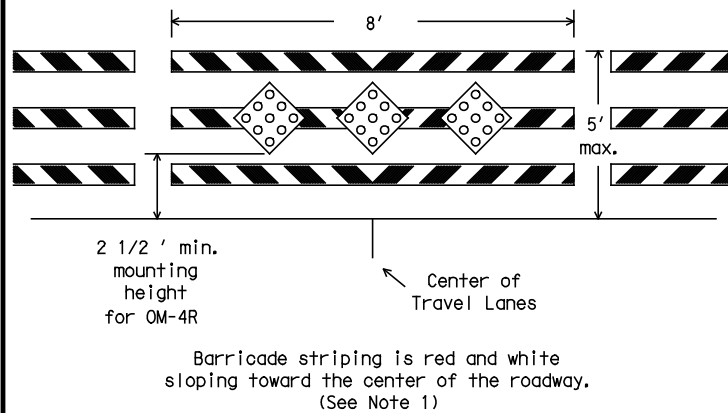
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8-95	REVISIONS	CONT	SECT	JOB	HIGHWAY
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2-98		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		33

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TYPICAL DEAD END BARRICADE INSTALLATION

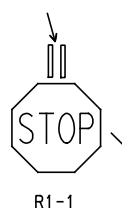


Type III Dead End Barricade with OM-4R Object Markers.

4" solid double yellow (minimum 500')

Mounted above Stop Sign (optional)

NO OUTLET → ← NO OUTLET  
 W14-2P\* W14-2PL\*

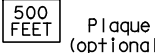


R1-1

50' usual  
 Pavement Markings removed in this area.



SW14-1T



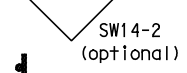
500 FEET  
 Plaque (optional)



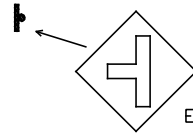
SW14-1T



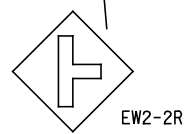
1000 FEET  
 Plaque (optional)



NO OUTLET OR ROAD ENDS  
 SW14-2 (optional) SW14-1T



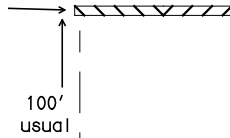
EW2-2L



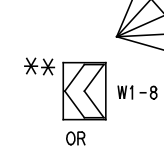
EW2-2R

\* W14-1P DEAD END plaque may be used as an alternate.

Type III Dead End Barricade with OM-4R Object Markers.



ReflectORIZED Plastic drums required if Traffic Control devices located in this area.



W1-8 OR W1-6  
 See Note 12

\*\* If access is required, portable supports may be used.

4" Solid White Edge line

Devices shown for one direction of travel

DEPARTMENTAL MATERIAL SPECIFICATIONS		
PLYWOOD SIGN BLANKS		DMS-7100
ALUMINUM SIGN BLANKS		DMS-7110
SIGN HARDWARE		DMS-7120
WINGED CHANNEL POSTS		DMS-7130
FLAT SURFACE REFLECTIVE SHEETING		DMS-8300
VINYL NON-REFLECTIVE DECAL SHEETING		DMS-8320
DELINEATORS AND OBJECT MARKERS		DMS-8600

COLOR	USAGE	SHEETING MATERIAL
RED	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
WHITE	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
YELLOW	BACKGROUND	TYPE C (HIGH SPECIFIC INTENSITY)
BLACK	LEGEND & BORDERS	VINYL NON-REFLECTIVE SHEETING

- GENERAL NOTES:
- Barricade striping shall be red and white reflective sheeting for all permanent road closures. Orange and white reflective sheeting may be substituted for locations where duration of road closure is expected to be 18 months or less, or when approved by the Engineer. Red and orange reflective sheeting shall not be combined on barricades or locations.
  - Barricades shall be designed and constructed to Compliant Work Zone Traffic Control Device List (CWZTCD) standards in a first-class workmanship manner of clean sound material. Components made of lumber shall be painted with a minimum of two coats of white paint to ensure thorough coverage and a uniform white color. Barricade striping material shall meet the color and retroreflective requirements of Departmental Material Specification DMS-8300, Type C.
  - Post type breakaway supports shall be used as barricade supports. Barricades may be fabricated with "skid" supports if approved by the Engineer. Skid supports should be anchored using sand bags to prevent movement. For construction details of post (fixed Type III barricades) see CWZTCD list Part D.2.f. The dead end road barricades may also be anchored to the pavement using the bolt down median anchor manufactured by Universal Anchor System shown on SMD (FRP). The barricades shall be built using FRP posts and approved rails as shown on the CWZTCD List.
  - Barricades shall not be placed parallel to traffic unless a minimum adequate clear zone of 30 feet from edge of travel lane is provided.
  - A minimum of one 8-foot wide barricade and three OM-4R object markers shall be required for all locations. Barricades shall extend across all travel lanes and shoulders if shoulders are present. Barricades may be extended to the ROW as directed by Engineer.
  - Stockpiled materials shall not be placed on traffic side of barricades.
  - OM-4 object markers shall be mounted to the middle rail using two 1/2" through bolts with flat washers and lock washers.
  - OM-4 object markers shall be constructed of 0.063 aluminum and shall meet the color and reflective requirements of DMS-8300 Type C and DMS-8600.
  - Plastic drums shall meet the requirements as listed on the CWZTCD list or the BC Standards. Plastic drums may be anchored with adhesive to prevent movement.
  - All signs and chevrons shall be installed with hardware and support at the minimum mounting height in accordance with the SMD and BC Standards. Signs shall be mounted at a 7 foot minimum height. Signs shall not be attached to barricades.
  - Motorists should be able to see at least three chevron signs as they approach the curve and as they drive through the curve from either direction.
  - Delineation devices such as the chevron or large arrow signs shall only be placed on the outside portion of a curve.

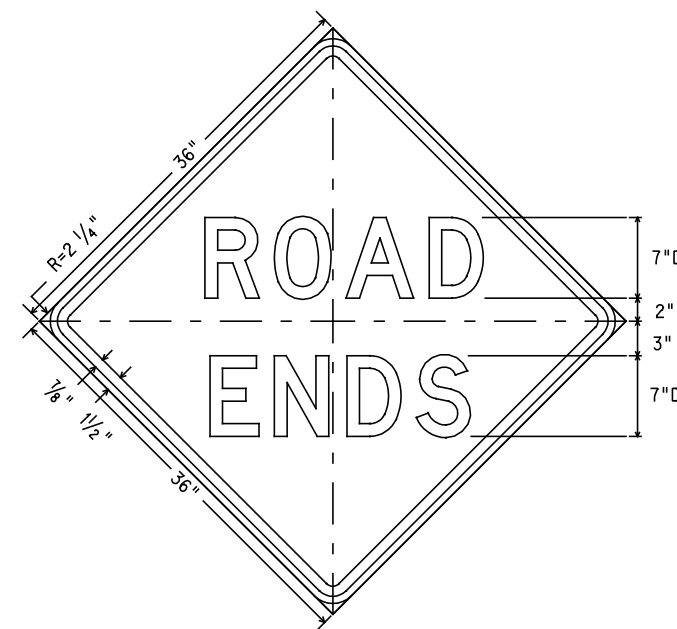
- GENERAL NOTE FOR SIGNS:
- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" (TMUTCD), latest edition, and any approved changes thereto.
  - Lateral spacing of text shall provide a balanced appearance.
  - All materials shall conform to Departmental Material Specifications.
  - Legend shall be black and applied by screening process, cut-out vinyl non-reflective sheeting or combination thereof.
  - Sign blanks shall be any material that meets the DMS requirements for permanent sign substrates.

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be obtained by contacting:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3120  
 Fax (512) 416-3299

Instructions to locate the "CWZTCD" on TxDOT website are:

Start at website - [www.dot.state.tx.us](http://www.dot.state.tx.us)  
 Click on "About TxDOT",  
 Click on "Organizational Chart",  
 Click on Traffic Operations Box,  
 Click on "Compliant Work Zone Traffic Control Devices",  
 Click on "View PDF".  
 This site is printable.



SW14-1T  
 36" X 36"

Letters - Black  
 Border - Black  
 Background - Yellow Refl.

Texas Department of Transportation  
 Traffic Operations Division

WORK ZONE  
 DEAD END  
 ROADWAY DETAILS

WZ (DERD) -03

© TxDOT August 1995		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
1-97	REVISIONS	CONT	SECT	JOB	HIGHWAY
2-98		2C	1080	495	GARZA
4-98		DIST	COUNTY		SHEET NO.
3-03		PHR	HIDALGO		34

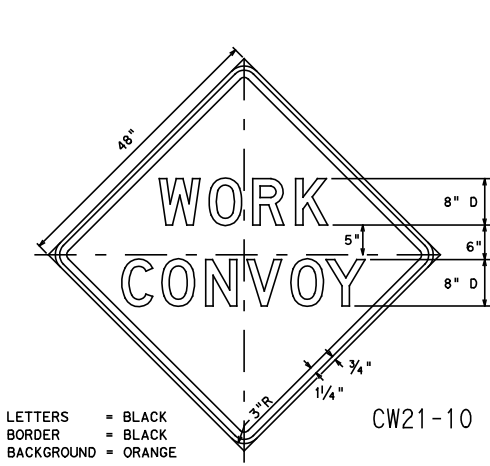
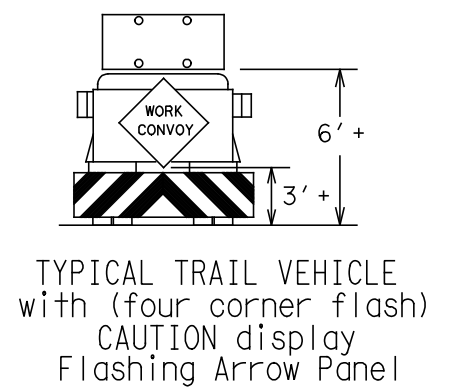
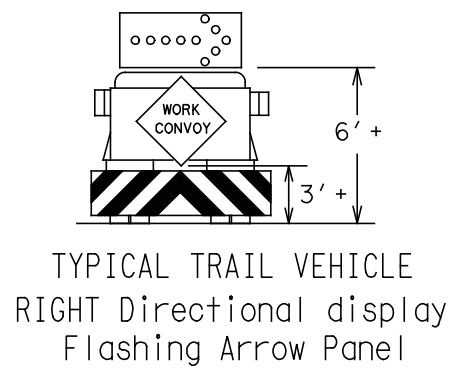
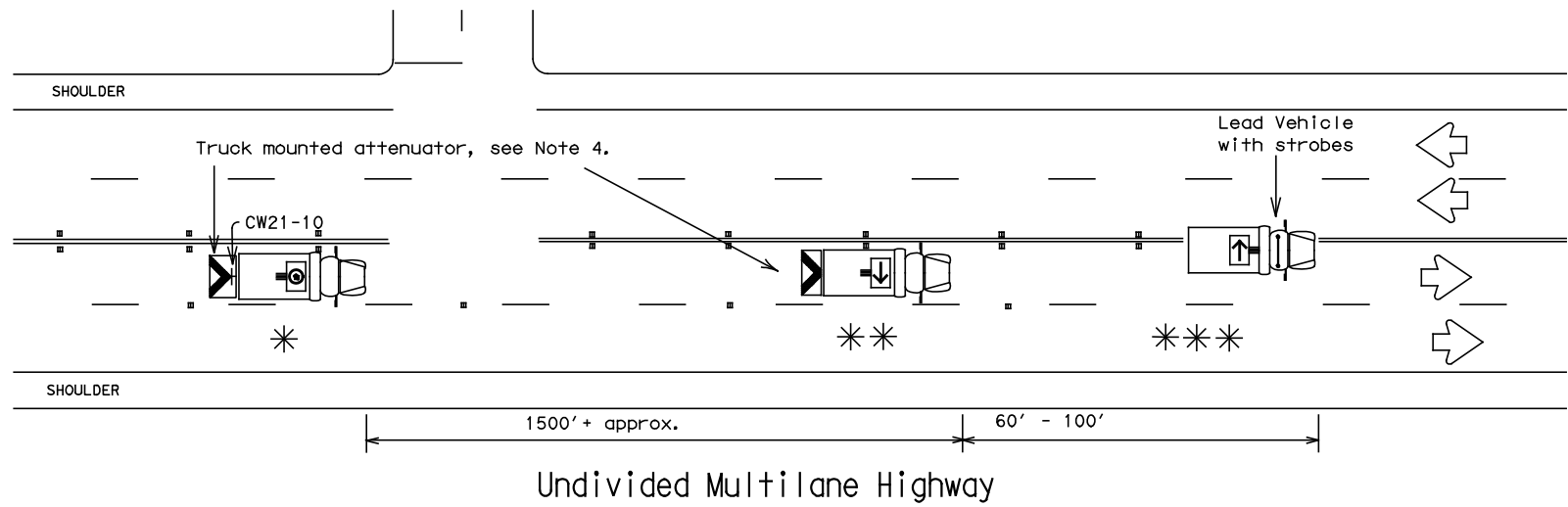
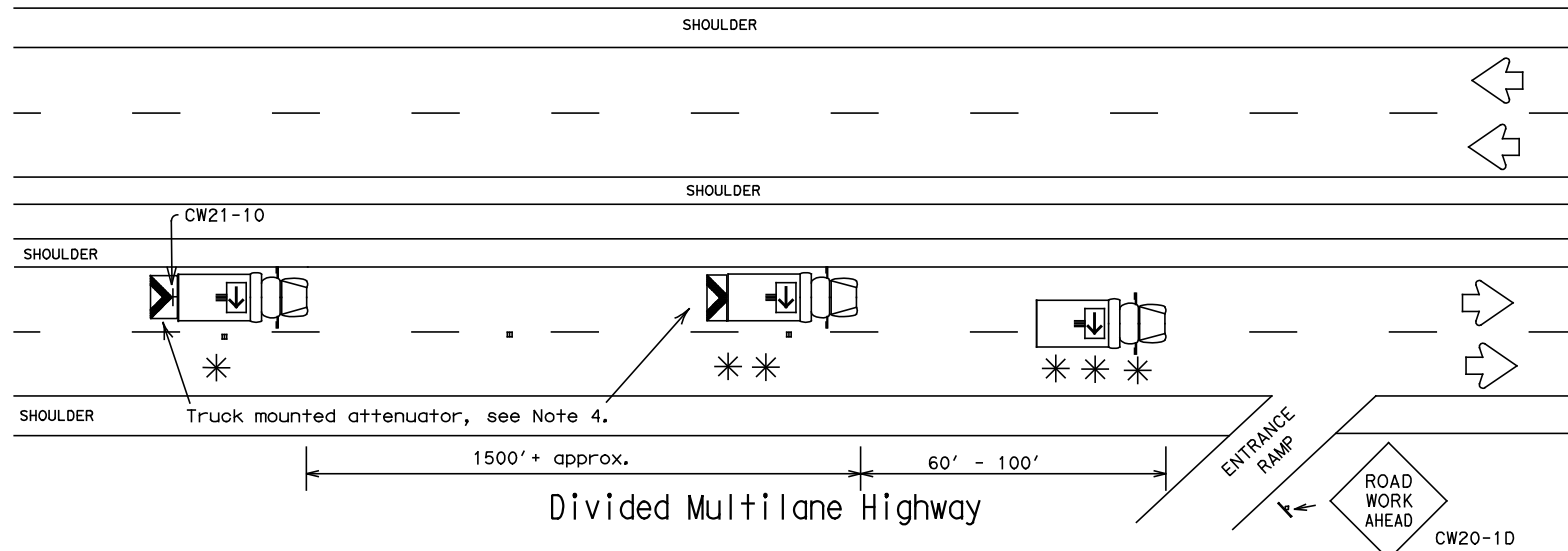
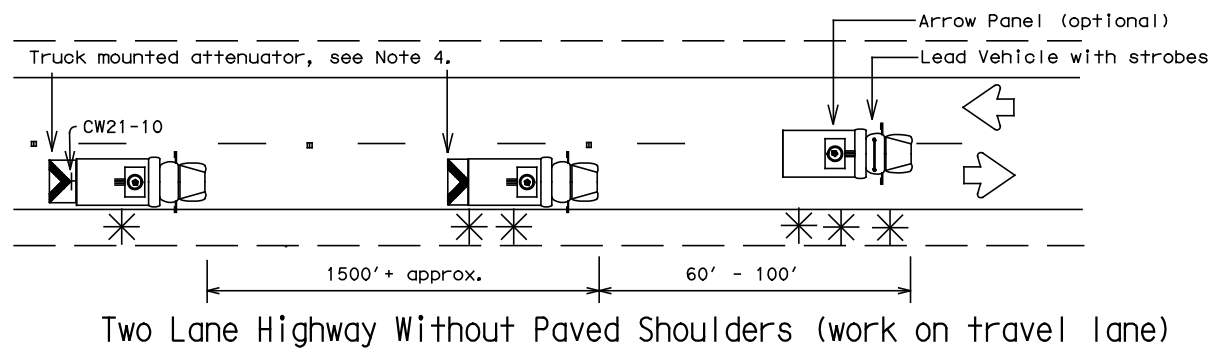
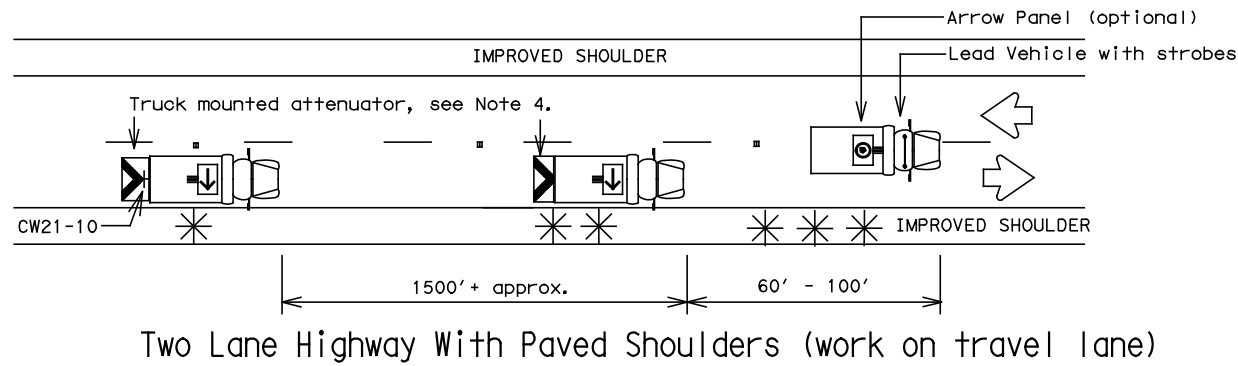




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DISCLAIMER:

DATE: 3/19/2012 4:05:16 PM  
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LETTERS = BLACK  
 BORDER = BLACK  
 BACKGROUND = ORANGE

- Legend:
- \* TRAIL VEHICLE
  - \*\* SHADOW VEHICLE
  - \*\*\* WORK VEHICLE
  - ▶ Truck mounted attenuator
  - ◻ HEAVY WORK VEHICLE
- Arrow Panel Displays
- ▶ RIGHT Directional
  - ◀ LEFT Directional
  - ◀▶ RIGHT or LEFT Directional
  - ⊠ CAUTION mode

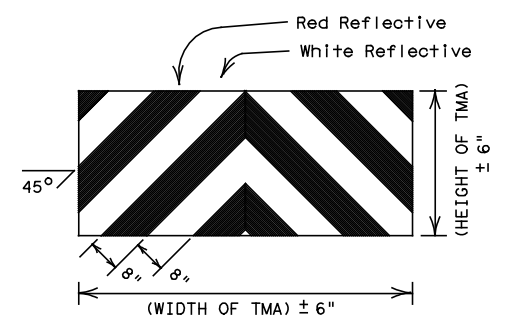
GENERAL NOTES:

1. TRAIL, SHADOW, LEAD, and work vehicles shall be equipped with arrow panels as illustrated. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.
3. The use of yellow rotating beacons or strobe lights on vehicles are required unless otherwise stated elsewhere in the plans.
4. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and the TRAIL VEHICLE are required.
5. Optional striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION D-9-8300, TYPE C.
6. Flashing Arrow Panels shall be Type B or Type C as per BC Standards. The panel operation shall be controlled from inside the vehicle.
7. Each vehicle shall have two-way radio communication capability.
8. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
9. Vehicle spacing between TRAIL VEHICLE and SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

Shadow and trail vehicle shall be equipped with Truck Mounted Attenuator.



STRIPING FOR TMA WILL BE REQUIRED ON ALL PROJECTS AWARDED AFTER JANUARY 1, 2000

Texas Department of Transportation  
 Traffic Operations Division

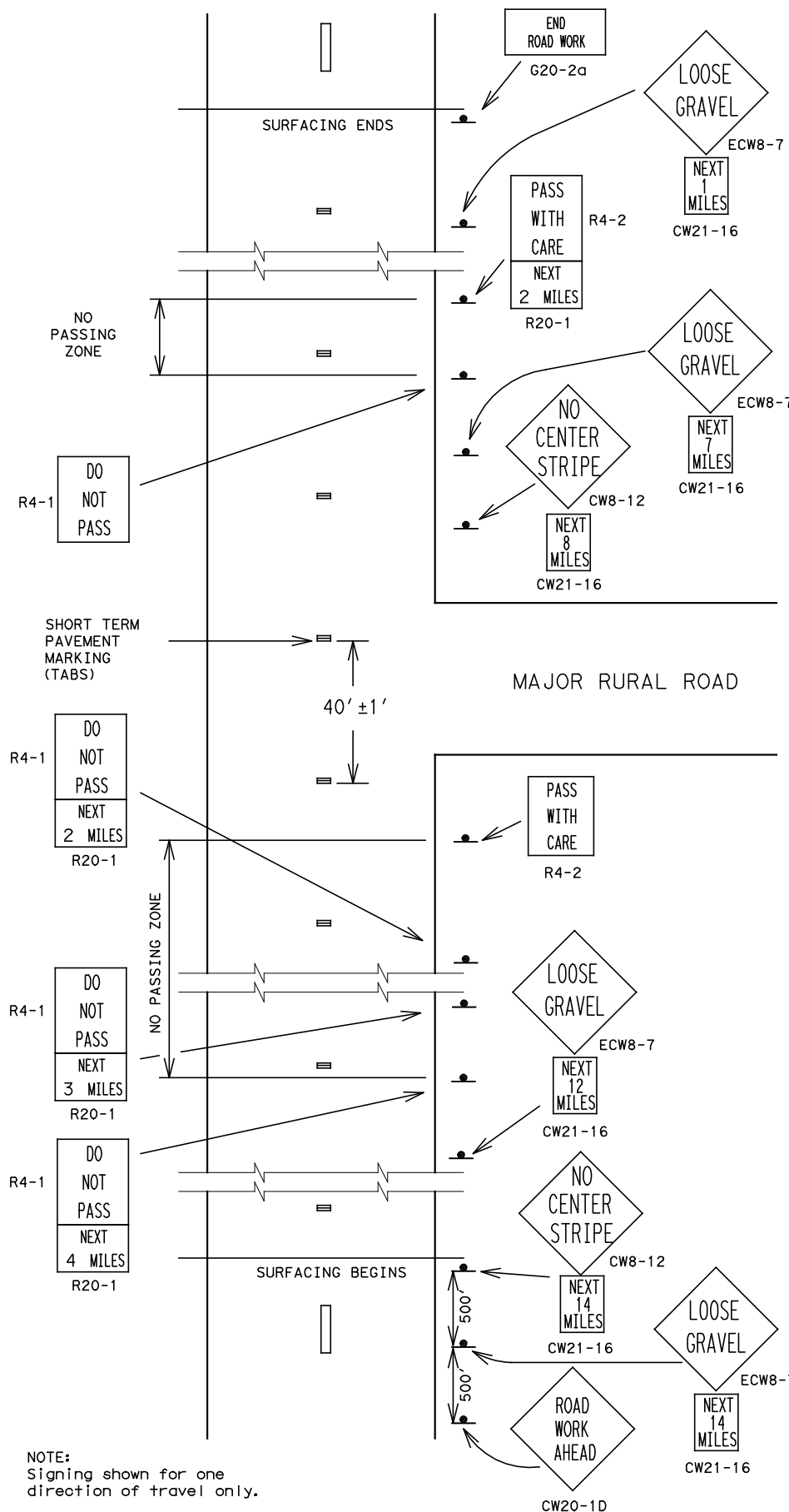
**TRAFFIC CONTROL PLAN  
 MOBILE OPERATIONS  
 RAISED PAVEMENT  
 MARKER INSTALLATION**

TCP (3-3) -98

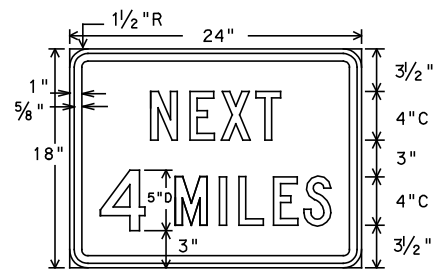
© TxDOT September 1987		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS					
2-94	CONT	SECT	JOB	HIGHWAY	
8-95	2C	1080	495	GARZA	
1-97	DIST	COUNTY		SHEET NO.	
4-98	PHR	HIDALGO		37	

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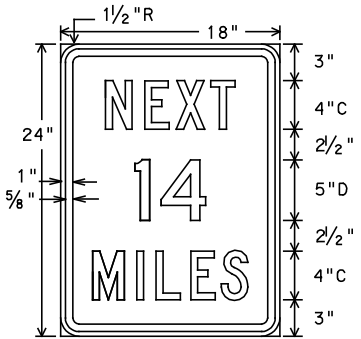
NOTE: Signing shown for one direction of travel only.



R20-1  
24"x18"

Legend - Black  
 Border - Black  
 Background - White Refl.

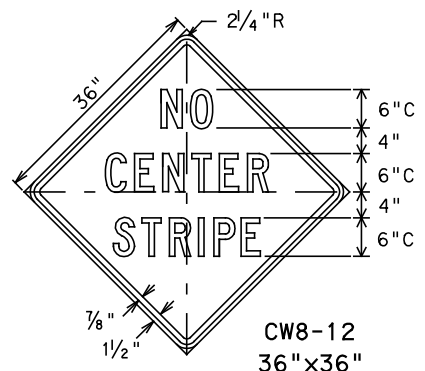
FOR USE WITH REGULATORY SIGNS ONLY



CW21-16  
18"x24"

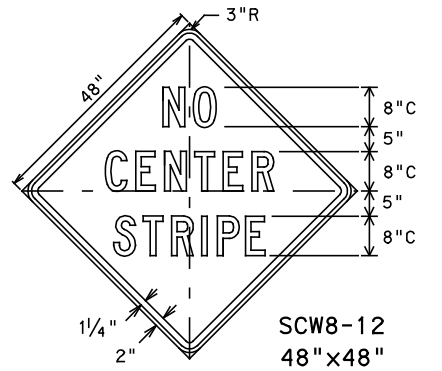
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FOR USE WITH CONSTRUCTION WARNING SIGNS ONLY



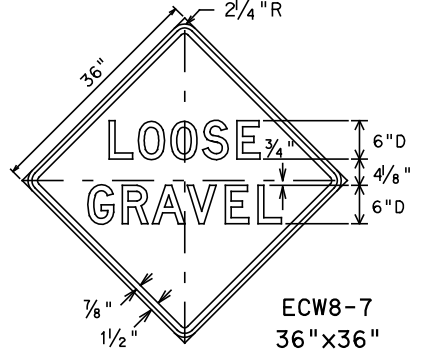
CW8-12  
36"x36"

Legend - Black  
 Border - Black  
 Background - Orange Refl.



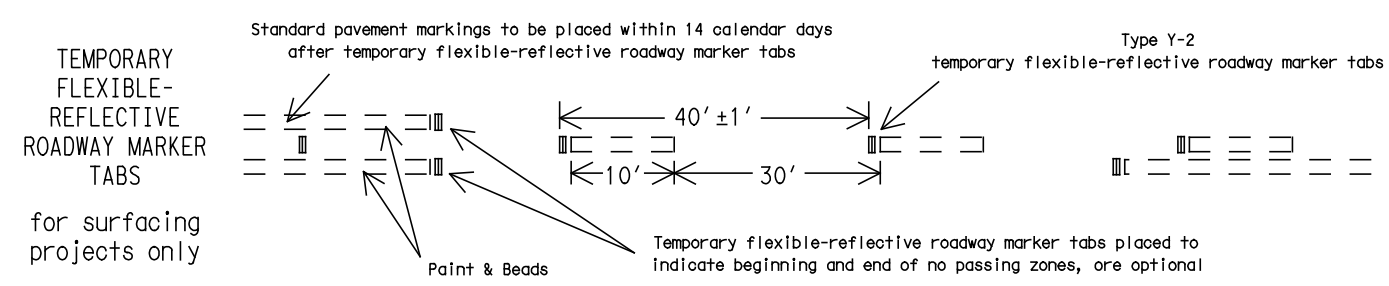
SCW8-12  
48"x48"

Legend - Black  
 Border - Black  
 Background - Orange Refl.



ECW8-7  
36"x36"

Legend - Black  
 Border - Black  
 Background - Orange Refl.



TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS  
 for surfacing projects only

GENERAL NOTES

The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where the surfacing operation has covered or obliterated existing pavement markings. These traffic control devices are to be used to supplement those required by BC Standards.

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

Prior to the beginning of construction, all currently striped no-passing zones should be signed with the DO NOT PASS sign (R4-1) and PASS WITH CARE sign (R4-2) placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined and signed as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES sign (R20-1) may be used at the beginning of such zones. The DO NOT PASS and NEXT XX MILES signs should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of a no-passing zone may be signed with a PASS WITH CARE and NEXT XX MILES sign.

Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshields and lights. The DO NOT PASS and NEXT XX MILES sign should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with existing pavement markings. Also, unless one day's operation completes the entire length of such combined zones, care must be taken to place DO NOT PASS and PASS WITH CARE signs in order to sign the beginning and end of the no-passing zones in the area where the surfacing operation has stopped for the day.

R4-1 and R4-2 signs should be mounted on fixed supports as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"NO CENTER STRIPE" SIGN (CW21-15)

At the time construction activity obliterates the existing centerline (low volume roads may not have an existing centerline), a NO CENTER STRIPE sign (CW8-12) should be erected at each end of the work area and just beyond major rural intersections and other location deemed necessary by the Engineer. Where possible, the signs erected at each end of the work area should be located in such a manner that drivers can read the sign and immediately see the change to no centerline. The NO CENTER STRIPE sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The NO CENTER STRIPE sign should be erected as detailed on BC Standards. These signs are to remain in place until standard pavement markings are placed.

"LOOSE GRAVEL" SIGN (ECW8-7)

When construction begins, a LOOSE GRAVEL sign (ECW8-7) should be erected at each end of the work area and repeated at intervals of approximately two (2) miles in rural areas and closer in urban areas. The LOOSE GRAVEL sign should be supplemented with the NEXT XX MILES sign (CW21-16) mounted below it.

The LOOSE GRAVEL sign should be erected as detailed on BC Standards. They should remain in place until the loose gravel condition no longer exists.

PAVEMENT MARKINGS

Short term pavement markings for surfacing projects shall use Temporary Flexible-reflective Roadway Marker Tabs. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept the cover over the reflective strip shall be removed. Tabs shall NOT be used to simulate edge lines.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing:

Standards Engineer  
 Traffic Operations Division - TE  
 Texas Department of Transportation  
 125 East 11th Street  
 Austin, Texas 78701-2483  
 Phone (512) 416-3335  
 Fax (512) 416-3161  
 E-mail TRF-STANDARD@mailgw.dot.state.tx.us

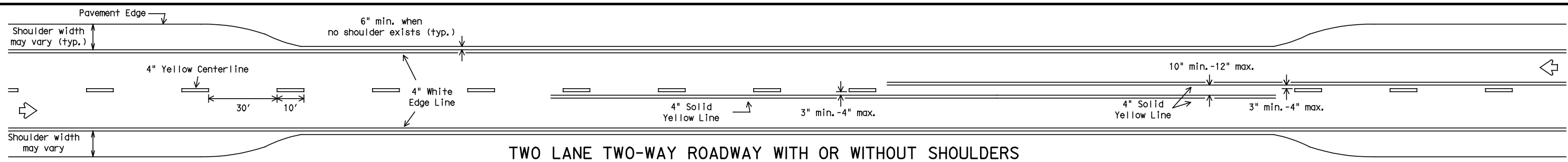
TYPICAL USAGE:				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

Texas Department of Transportation  
 Traffic Operations Division

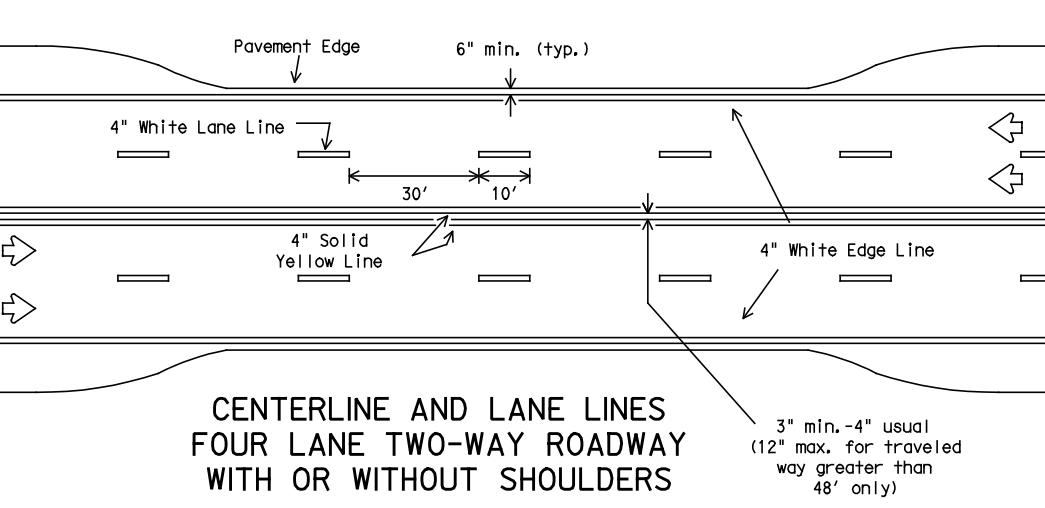
TRAFFIC CONTROL DETAILS  
 for  
 SURFACING OPERATIONS  
 TCP (7-1) - 98

© TxDOT March 1991		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
4-92		2C	1080	495	GARZA
1-97		DIST	COUNTY		SHEET NO.
4-98		PHR	HIDALGO		38

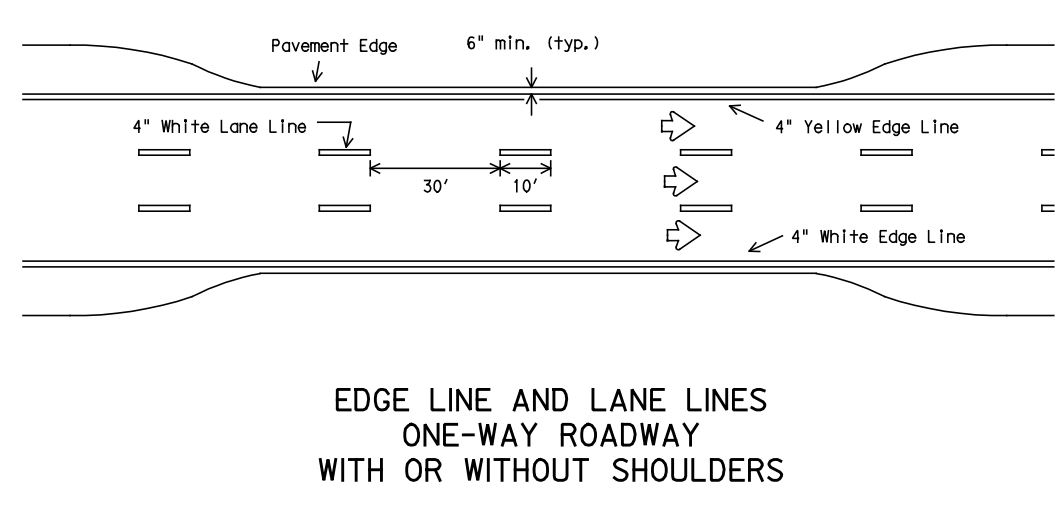
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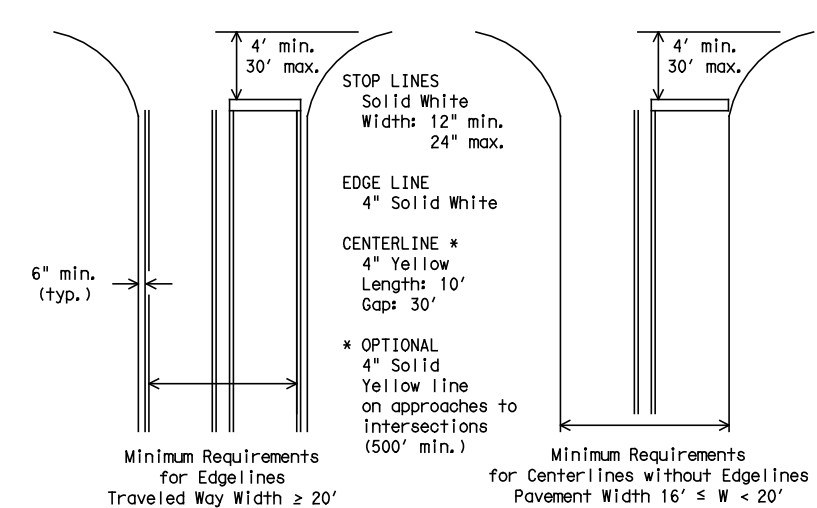
**TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**



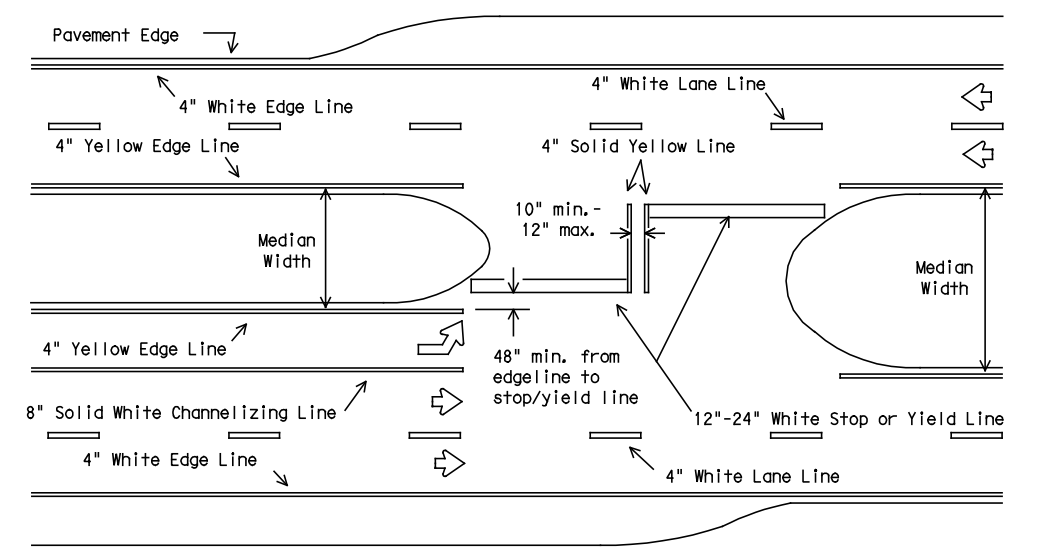
**CENTERLINE AND LANE LINES  
FOUR LANE TWO-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**



**EDGE LINE AND LANE LINES  
ONE-WAY ROADWAY  
WITH OR WITHOUT SHOULDERS**

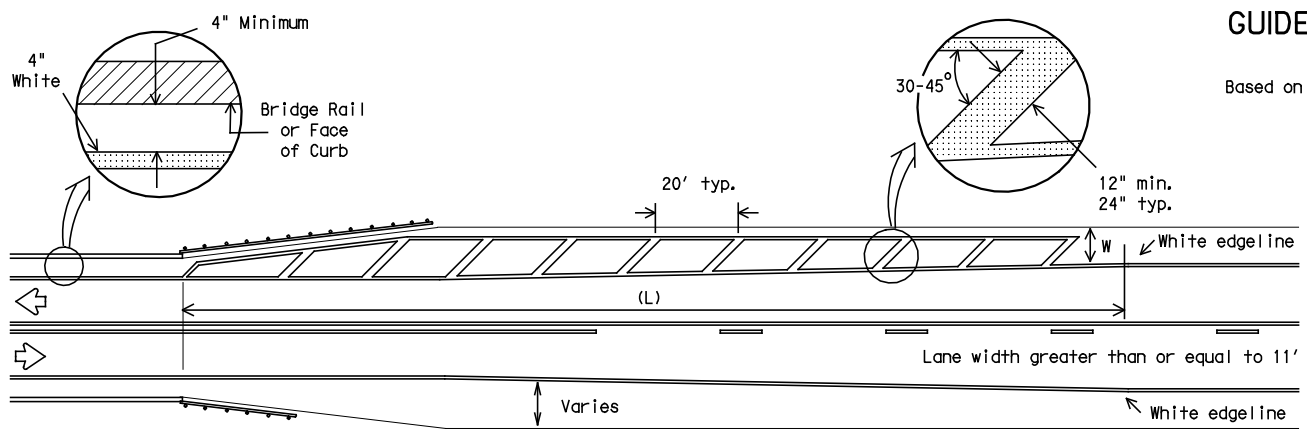


**GUIDE FOR PLACEMENT OF STOP LINES,  
EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

**FOUR LANE DIVIDED ROADWAY INTERSECTIONS**



- NOTES:**
- No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
  - For crosshatching length (L) see Table 1.
  - The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
  - The crosshatching is not required if delineators or barrier reflectors are used along the structure.
  - For guard fence details, refer elsewhere in the plans.

**ROADWAYS WITH REDUCED SHOULDER  
WIDTHS ACROSS BRIDGE OR CULVERT**

**TABLE 1 - TYPICAL LENGTH (L)**

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

\*85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.  
 L=Length of Crosshatching (FT.) W=Width of Offset (FT.)  
 S=Posted Speed (MPH)

**EXAMPLES:**

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:  
 $L = 8 \times 70 = 560$  ft.

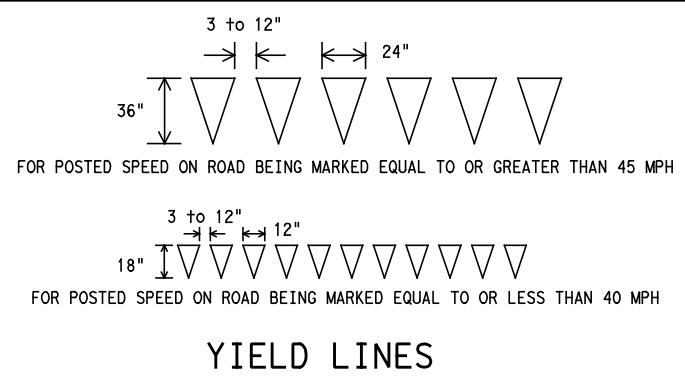
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:  
 $L = 4(40)^2 / 60 = 106.67$  ft. rounded to 110 ft.

**GENERAL NOTES**

- Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**YIELD LINES**

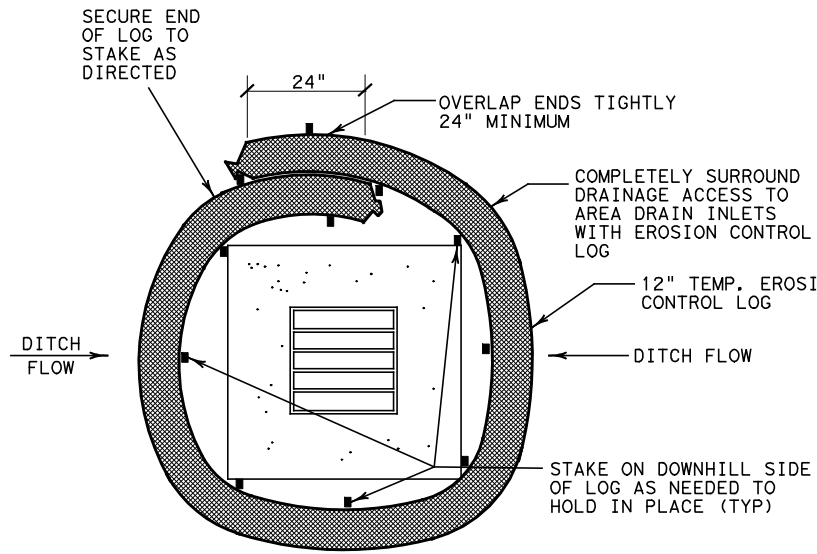
Texas Department of Transportation  
Traffic Operations Division

**TYPICAL STANDARD  
PAVEMENT MARKINGS**

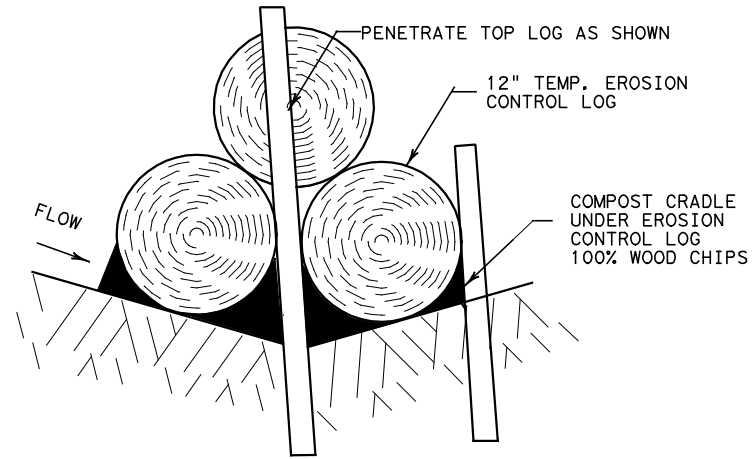
PM(1)-12

© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	2C	1080	495	GARZA
5-00	DIST	COUNTY		SHEET NO.
8-00	PHR	HIDALGO		39
3-03				

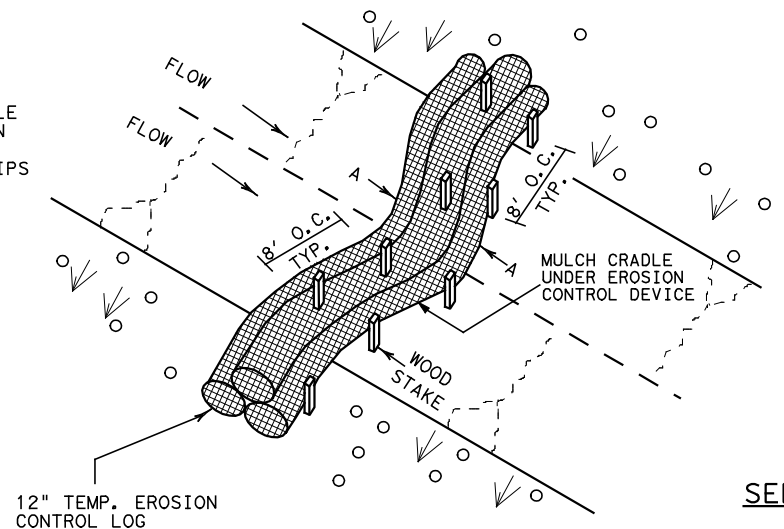
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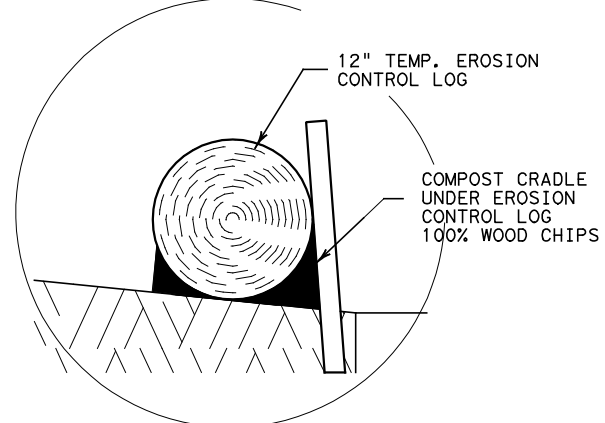
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DI-ST NTS



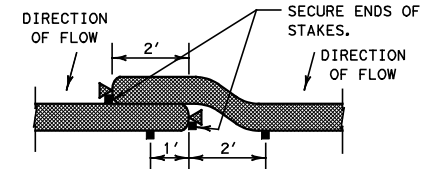
**DITCH LINE SEDIMENT TRAP A-A**  
DL-ST



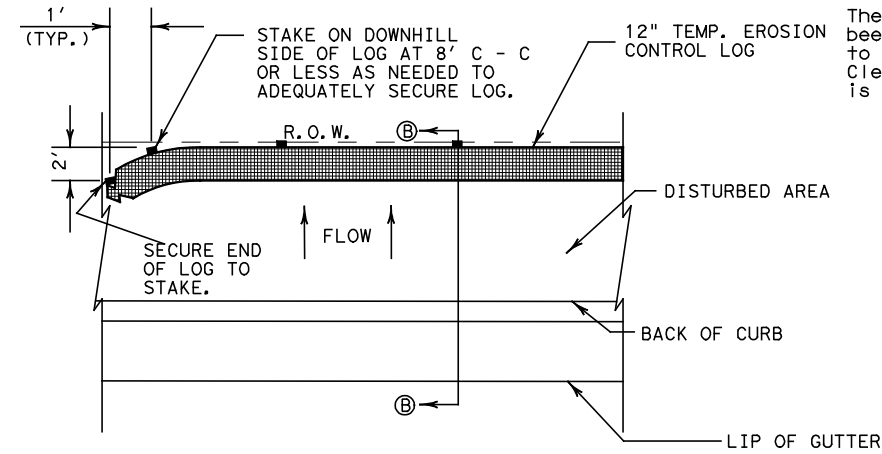
**DITCH LINE SEDIMENT TRAP**  
DL-ST



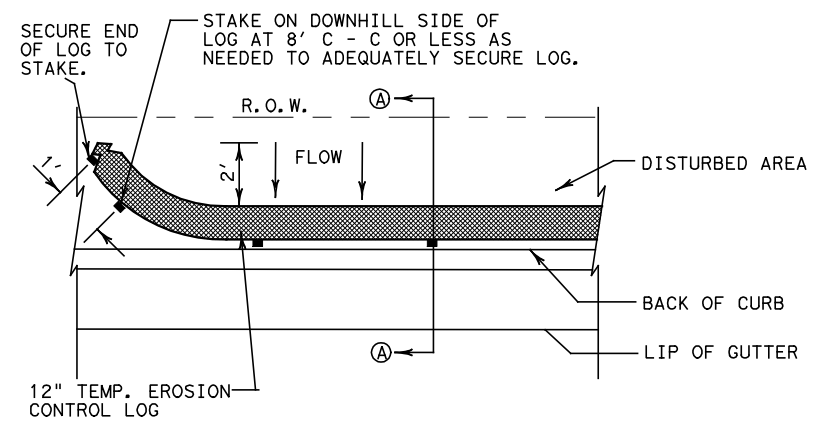
**COMPOST CRADLE**



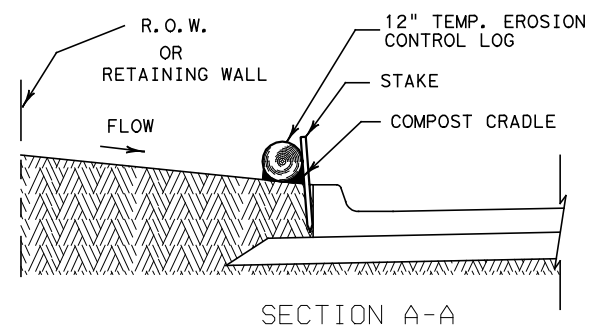
**LAP DETAIL**  
NTS



**PLAN VIEW**  
NTS

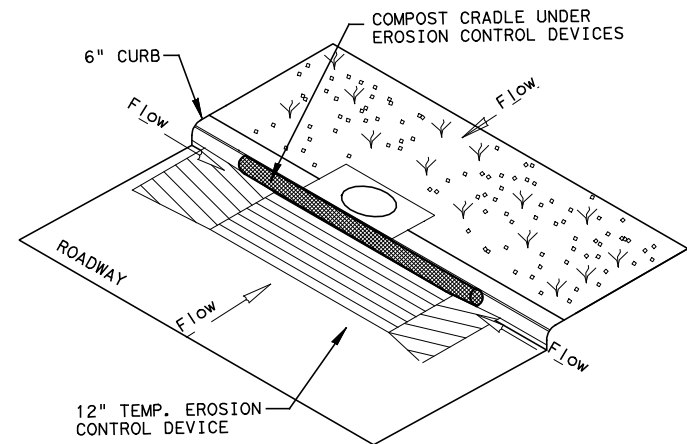


**PLAN VIEW**  
NTS

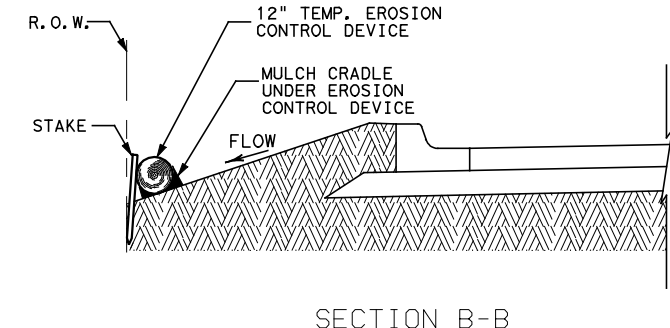


**SECTION A-A**

**BACK OF CURB INLET SEDIMENT TRAP**  
BOCI-ST NTS



**CURB INLET SEDIMENT TRAP**  
CI-ST NTS



**SECTION B-B**

**RIGHT-OF-WAY SEDIMENT TRAP**  
ROW-ST NTS

**PLANS SHEET LEGEND**

- DI-ST DROP INLET SEDIMENT TRAP
- DL-ST DITCH LINE SEDIMENT TRAP
- BOCI-ST BACK OF CURB INLET SEDIMENT TRAP
- ROW-ST RIGHT OF WAY SEDIMENT TRAP
- CI-ST CURB INLET SEDIMENT TRAP

**SEDIMENT BASIN & TRAP USAGE GUIDELINES**

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

**Traps:** the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2 or the sediment has accumulated to a depth of 1', whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

**GENERAL NOTES**

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

LEVELS DISPLAYED:  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PHARR DISTRICT STANDARD

**Texas Department of Transportation**  
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**TEMPORARY EROSION CONTROL LOGS  
TECL-06 (PHR)**

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6			BETO GARZA
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHR	HIDALGO	40
CONTROL	SECTION	JOB	
2C	1080	495	

**From:** [Agapito Vargas](#)  
**To:** [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us)  
**Cc:** ["John Paul Lugo"](#); ["Patricio Avila"](#); [marcie.jackson@co.hidalgo.tx.us](mailto:marcie.jackson@co.hidalgo.tx.us); ["Rossana Schettino"](#); [Dina Trevino](#); [valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us)  
**Subject:** Agenda Item - Authority to Advertise - Precinct 1 Third Call Projects  
**Date:** Tuesday, March 27, 2012 2:44:01 PM

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Yvette, please place the following items on CC agenda for Tuesday 10<sup>th</sup> April 2012:

Approval to advertise, 3<sup>rd</sup> Call Border Colonias Projects for Precinct 1: Bernal Heights (CSJ: 3C1080103); Dimas #3 (CSJ: 3C1080230); El Mesquite (CSJ: 3C1080244) and North Capihallo (CSJ: 3C1080495)

Project Engineer: TEDSI Infrastructure Group

Account: 2-1312-431-00-121-103-1-731 & 733 – Bernal Heights; 2-1312-431-00-121-230-1-731 & 733 – Dimas #3; 2-1312-431-00-121-244-1-731 & 733 – El Mesquite and 2-1312-431-00-121-495-1-731 & 733 – North Capihallo

Advertisement will be for Drainage, Roadwork and related appurtenances

*Agapito Vargas*, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/460-6364

email: [agapito.vargas@co.hidalgo.tx.us](mailto:agapito.vargas@co.hidalgo.tx.us)

email smart phone: [canics49@gmail.com](mailto:canics49@gmail.com)



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